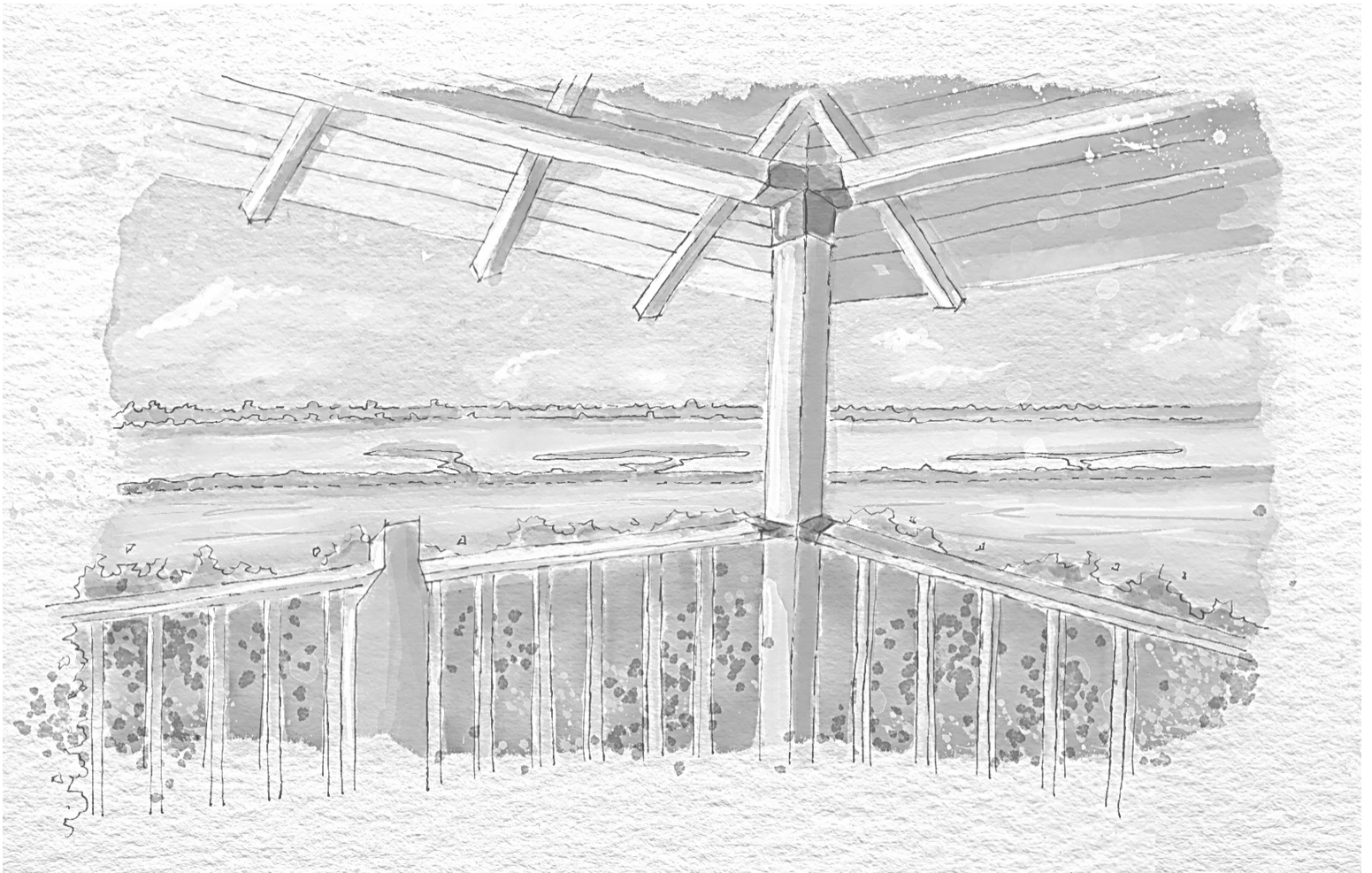


# wildlight

Attachment 1

Application







Application #: \_\_\_\_\_  
Date Filed: \_\_\_\_\_

Email: [wes.hinton@wildlight.com](mailto:wes.hinton@wildlight.com)

Email: [hagal@etminc.com](mailto:hagal@etminc.com) [srewis@drivermcafee.com](mailto:srewis@drivermcafee.com)

(5) **Current Future Land Use Map Designation:** ENCPA FLUMS-6

(6) **Proposed Future Land Use Map Designation:** ENCPA FLUMS - 6

(7) **Area (acres):** 14,907

(8) **Current Use (list any improvements or uses on the site):**

Active silviculture, timber management and associated agriculture, rural uses

(9) **Water Supply:**

- ☐ Private Well  
☐ Private treatment plant  
☒ Public Water System JEA (name of provider)

(10) **Wastewater Treatment:**

- ☐ On-site Sewage Treatment System  
☐ Private Sewer Treatment Plant  
☒ Public Water System JEA (name of provider)

(11) **Review Criteria for Future Land Use Map Amendments:**

All amendments to the Future Land Use Map (FLUM) shall provide justification for the need for the proposed amendment. In evaluating proposed amendments, the County shall consider each of the following. Please attach a response to the following using 8½" x 11" size paper with the answers typed or printed legibly and identifying the question on the application.

(A) Demonstrate the extent to which the proposed amendment will result in sprawl per F.S. 163.3177(6)(a)(9), of which

See attached Narrative &  
Justification

- i. Promotes, allows, or designates significant amounts of urban development to occur in rural areas at substantial distances from existing urban areas while not using undeveloped lands that are available and suitable for development.
- ii. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
- iii. Promotes, allows, or designates urban development in radial, strip, isolated, or ribbon patterns generally emanating from existing urban developments.
- iv. Fails to adequately protect and conserve natural resources, such as wetlands, floodplains, native vegetation, environmentally sensitive areas, natural groundwater aquifer recharge areas, lakes, rivers, shorelines, beaches, bays, estuarine systems, and other significant natural systems.



- v. *Fails to adequately protect adjacent agricultural areas and activities, including silviculture, active agricultural and silvicultural activities, passive agricultural activities, and dormant, unique, and prime farmlands and soils.*
- vi. *Fails to maximize use of existing public facilities and services.*
- vii. *Fails to maximize use of future public facilities and services.*
- viii. *Allows for land use patterns or timing which disproportionately increase the cost in time, money, and energy of providing and maintaining facilities and services, including roads, potable water, sanitary sewer, stormwater management, law enforcement, education, health care, fire and emergency response, and general government.*
- ix. *Fails to provide a clear separation between rural and urban uses.*
- x. *Discourages or inhibits infill development or the redevelopment of existing neighborhoods and communities.*
- xi. *Fails to encourage a*
- xii. *Results in poor access*
- xiii. *Results in the loss of*

**See attached Narrative &  
Justification**

(B) Demonstrate the extent to which the proposed amendment is contiguous to an existing urban or urban transitioning area served by public infrastructure;

(C) Demonstrate the extent to which population growth and development trends warrant an amendment, including an analysis of vested and approved but unbuilt development;

(D) Demonstrate the extent to which adequate infrastructure to accommodate the proposed amendment exists, or is programmed and funded through an adopted Capital Improvement Schedule, such as the County's Capital Improvement Plan, the Florida Department of Transportation Five-Year Work Program, the North Florida Transportation Planning Organization (TPO) Transportation Improvement Program, or privately financed through a binding executed agreement, or will otherwise be provided at the time of development impacts as required by law;

(E) Demonstrate the extent to which the amendment results in a compact development form that fosters emergence of vibrant, walkable communities; makes active, healthier lifestyles easier to enjoy; conserves land; supports transportation alternatives; reduces automobile traffic congestion; lowers infrastructure costs; reduce vehicular miles traveled and costs related to household transportation and energy; and puts destinations in closer proximity. Successful compact development is illustrated through the use of:

**See attached Narrative &  
Justification**

socially and environmentally is internally interrelated; development adjacent to and cultural assets and non-automobile modes the community.

(F) Demonstrate the extent to which the amendment results in a compact development form that fosters emergence of vibrant, walkable communities; makes active, healthier lifestyles easier to enjoy; conserves land; supports transportation alternatives; reduces automobile traffic congestion; lowers infrastructure costs; reduce vehicular miles traveled and costs related to household transportation and energy; and puts destinations in closer proximity. Successful compact development is illustrated through the use of:

1. Clustered population and/or employment centers;
2. Medium to high densities appropriate to context;
3. A mix of land uses;
4. Interconnected street networks;
5. Innovative and flexible approaches to parking;
6. Multi-modal transportation design including pedestrian, bicycle, and transit-friendly options;
7. And proximity to transit.

(G) Demonstrate the extent to which the amendment does not propose environmental impacts that would significantly alter the natural landscape and topography such that it would exacerbate or lead to increased drainage, flooding, and stormwater issues.

**(12) Required Attachments:**

- ☐ (a) Location Map (see instructions)
- ☐ (b) Legal description (see instructions)
- ☐ (c) Survey (see instructions)
- ☐ (d) Environmental Assessment (see instructions)
- ☐ (e) Transportation Impact Analysis (see instructions)
- ☐ (f) Owners Authorization for Agent\* (form is attached to this application)
- ☐ (g) Consent for Inspection Form (form is attached to this application)

\*NOTE: If prepared or signed by an agent, a notarized Owner's Authorization for Agent form must be provided.

**(13) Signatures:**

In filing this application, the undersigned understands it becomes a part of the official records of the Planning and Zoning Board and does hereby certify that all information contained herein is true to the best of his/her knowledge.

Signature of Owner: \_\_\_\_\_

Signature of Applicant/Agent: Lindsay Hager  
(if different than Owner)

State of Florida  
County of Duval

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

26<sup>th</sup> day of October, 2021.

By Lindsay Hager

Identification verified: ✓

Oath sworn: X Yes \_\_\_\_\_ No

Notary Signature

My Commission expires: 02/19/2025

ALEX JACOBS  
Notary Public, State of Florida  
My Comm. Expires 02/19/2025  
Commission No. HH79522

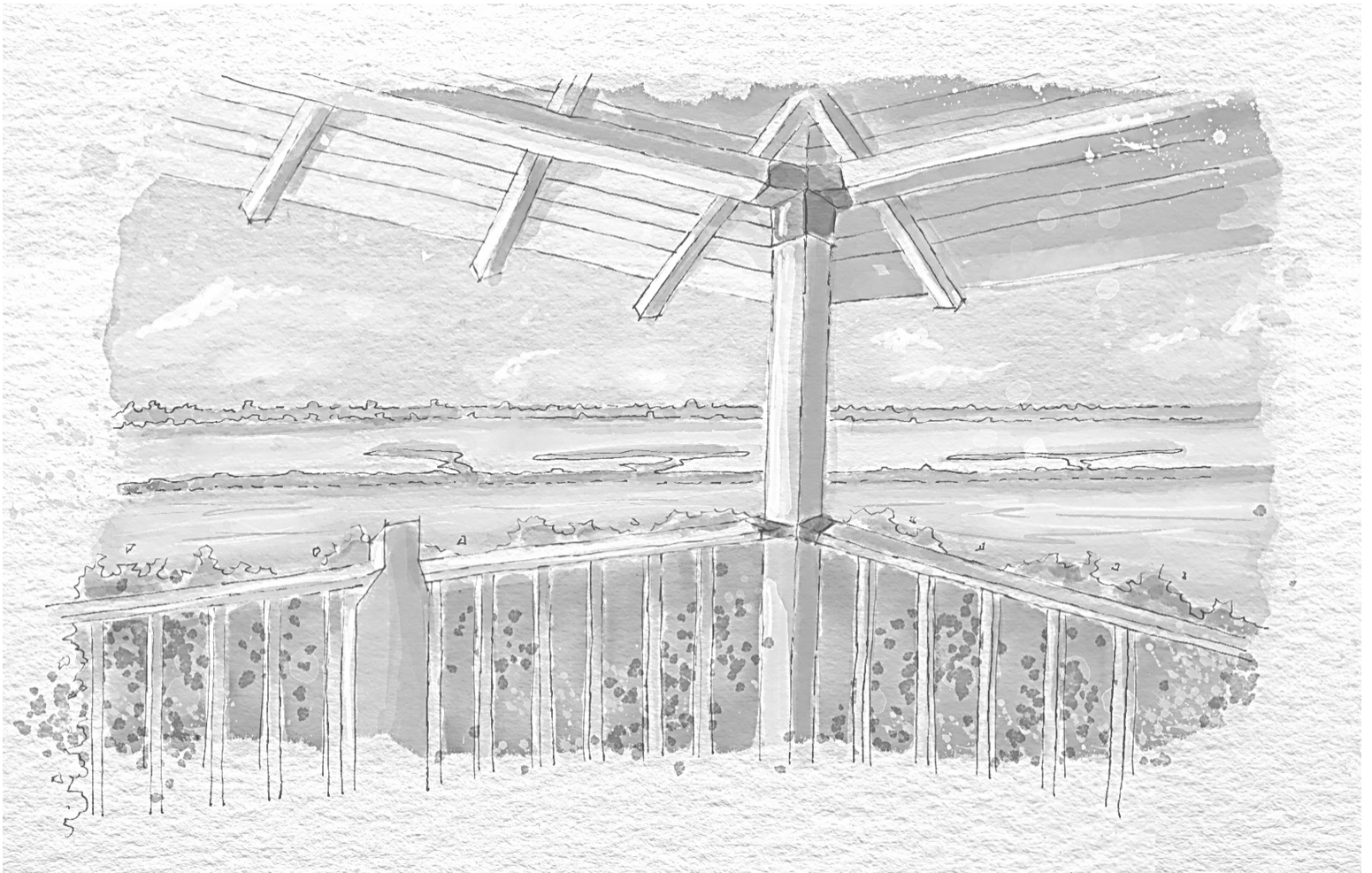




# wildlight

Attachment 2

Location Map





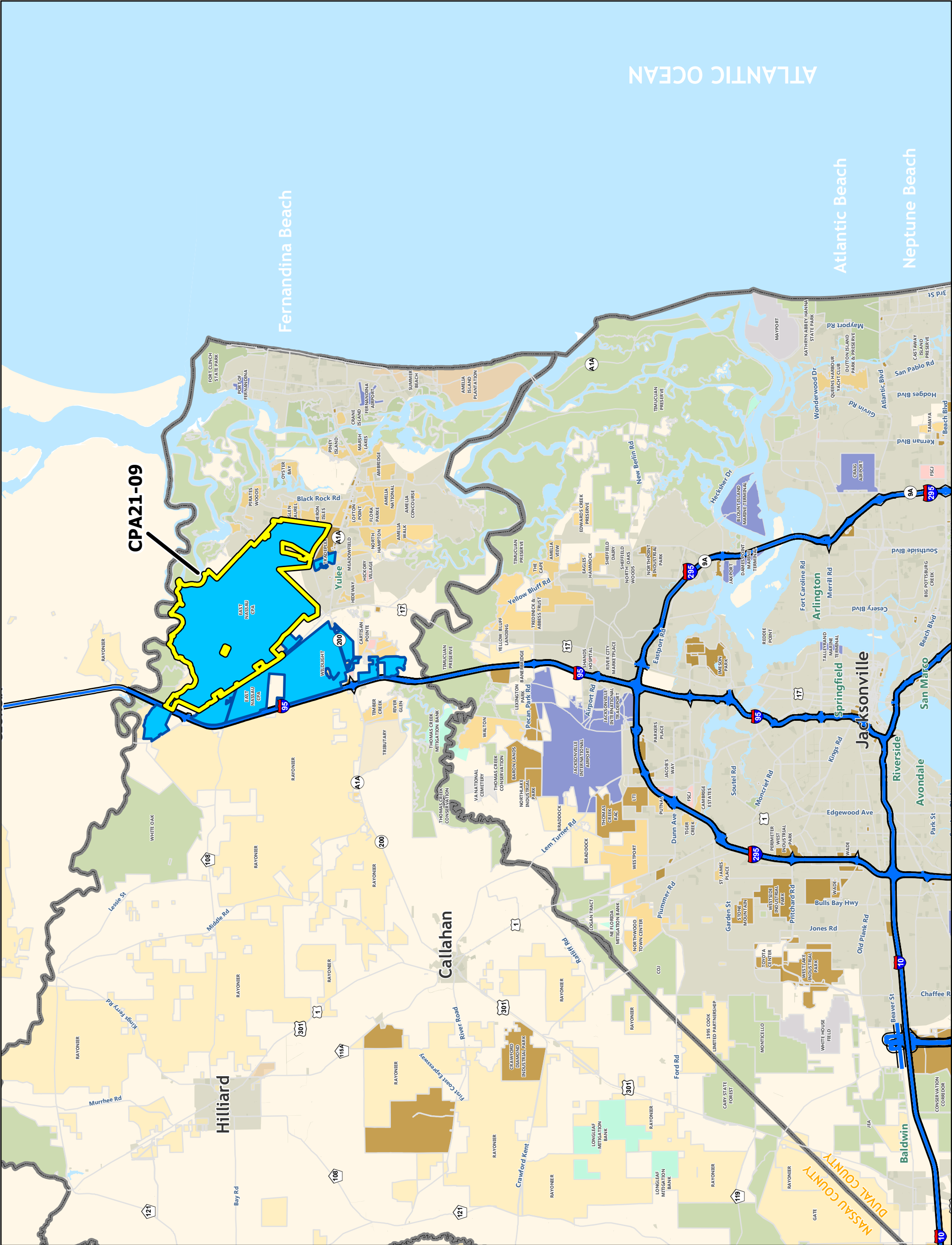
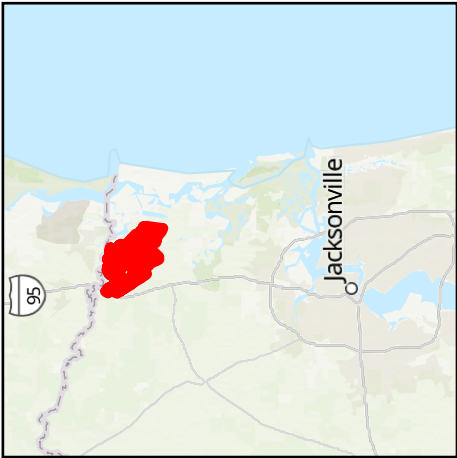


Wildlight - CPA21-09

Location

Source: ETM, Nassau County

- CPA21-09 Boundary
- EAST NASSAU COMMUNITY PLANNING AREA
- SJRWMD MITIGATION BANKS
- AIRPORT - MARINE PORTS
- COMMERCIAL DEVELOPMENT
- DRI /PUD- IN DEVELOPMENT
- DRI /PUD- NOT DEVELOPED
- GOVERNMENT FACILITIES
- INSTITUTIONAL DEVELOPMENT
- LARGE LAND HOLDING
- MAJOR COMMUNITY DEVELOPMENT
- MILITARY
- PARKS / PRESERVE
- DEVELOPED AREA
- LIMITED ACCESS ROADS

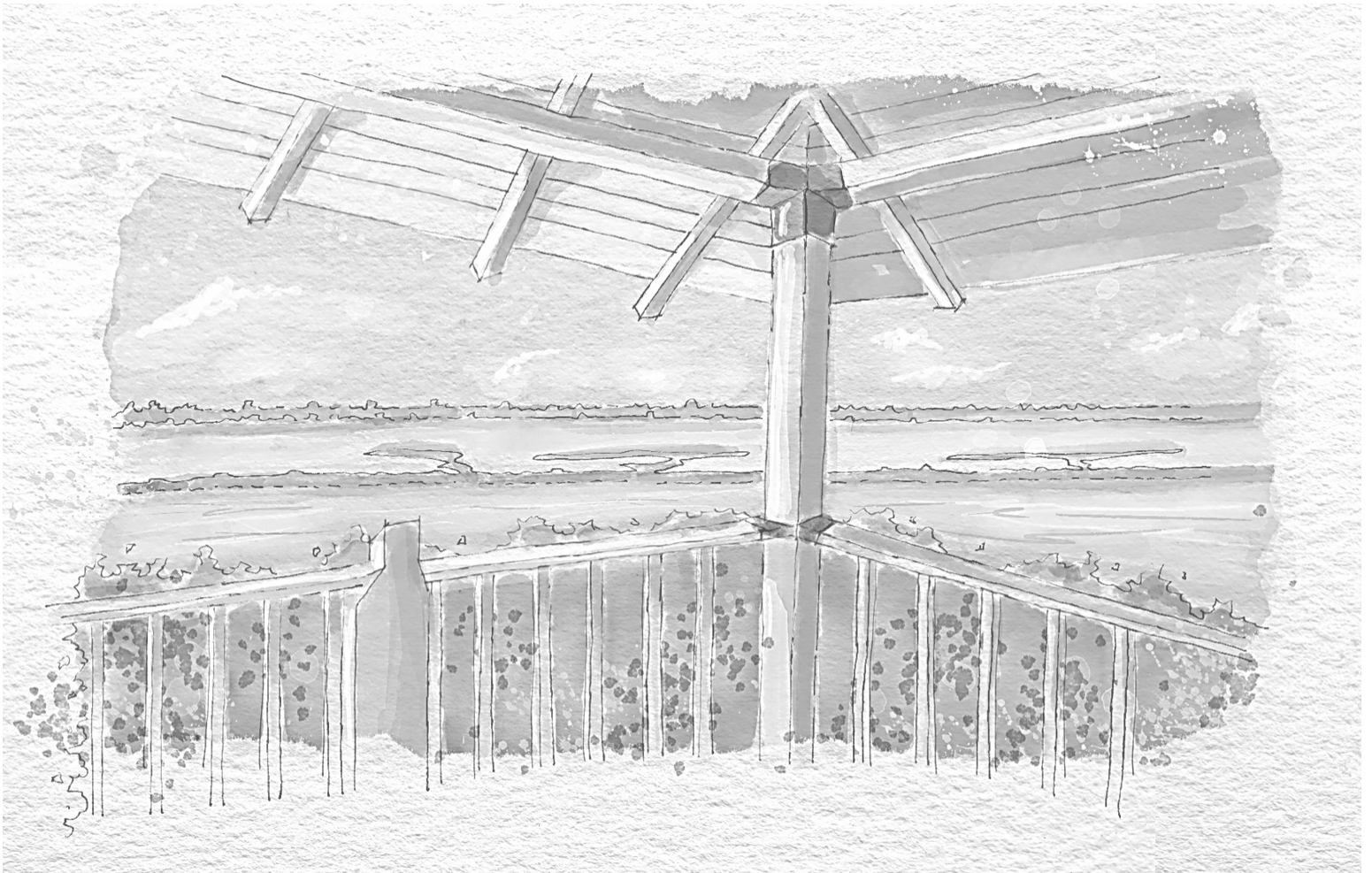




# wildlight

## Attachment 3

### Legal Description, Survey and Deed





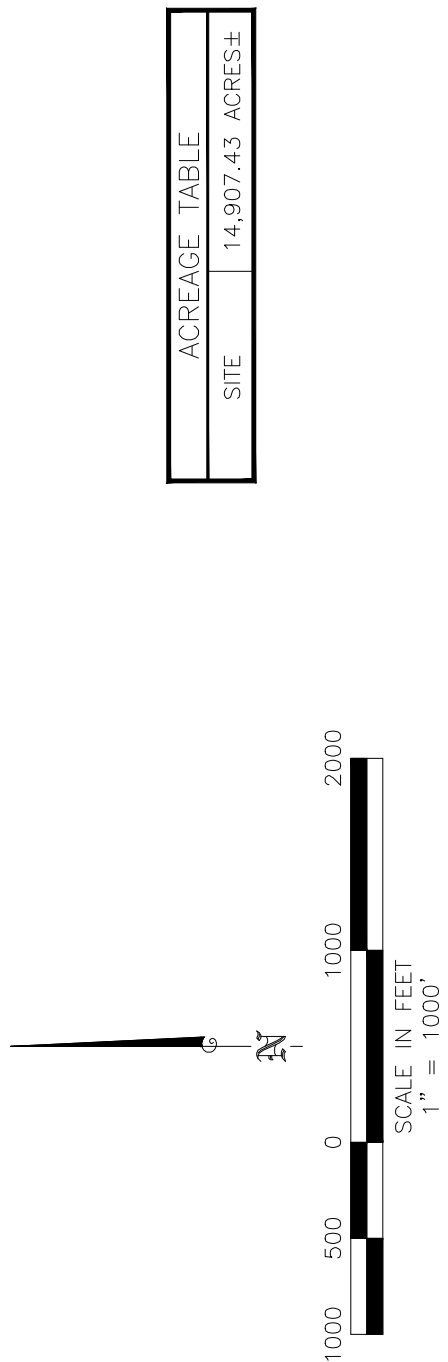






MAP SHOWING SKETCH AND DESCRIPTION

OF  
BEING A PORTION OF  
TOWNSHIP 4 NORTH, RANGE 26 EAST, TOWNSHIP 4 NORTH, RANGE 27 EAST,  
TOWNSHIP 3 NORTH, RANGE 26 EAST, TOWNSHIP 3 NORTH, RANGE 27 EAST  
AND TOWNSHIP 3 NORTH, RANGE 28 EAST  
ALL IN NASSAU COUNTY, FLORIDA



MATCH LINE SEE SHEET 4 OF 5

HEIRS OF E. WATERMAN (MILL GRANT)  
SECTION 50

HEIRS OF E. WATERMAN (MILL GRANT)  
SECTION 50

LINE #	BEARING	LENGTH
L5	S 16°34'59" E	531.21'
L6	S 69°30'32" E	589.65'
L7	S 70°21' W	156.00'
L8	S 60°23'39" E	320.00'
L9	N 57°02'21" E	117.80'
L28	N 72°20'1" E	25.00'
L29	N 16°56'59" W	518.67'
L30	S 72°20'1" E	261.65'
L31	N 31°59'00" W	626.48'
L32	S 77°22'21" E	466.13'
L98	N 32°53'09" W	733.22'
L99	N 57°05'51" E	415.00'
L100	N 52°53'09" W	315.00'
L101	S 57°05'51" E	415.00'
L102	S 52°53'09" E	735.00'
L103	S 57°05'51" E	860.21'
L104	S 46°04'48" E	784.92'
L134	S 46°04'48" E	784.92'
L135	S 46°04'48" E	784.92'
L136	S 46°04'48" E	784.92'
L137	S 46°04'48" E	784.92'
L138	S 46°04'48" E	784.92'
L139	S 46°04'48" E	784.92'
L140	N 36°45'39" W	897.57'
L141	N 57°02'21" E	208.30'
L142	N 57°02'21" E	208.30'
L143	N 57°02'21" E	208.30'
L144	N 57°02'21" E	208.30'
L145	N 57°02'21" E	208.30'
L146	S 54°09'58" E	1053.12'
L147	N 57°02'21" E	909.57'
L148	S 46°25'31" W	1401.20'
L150	N 52°53'09" W	457.1'
L151	N 46°25'51" E	481.84'
L152	N 13°35'05" W	600.31'
L163	S 46°25'51" W	494.42'

**LD**  
**B R A D L E Y**  
**L A N D S U R V E Y O R S**  
OLD WORLD KNOWLEDGE...NEW AER TECHNOLOGY

L. D. BRADLEY LAND SURVEYORS  
5773 NORMANDY BOULEVARD,  
JACKSONVILLE, FLORIDA 32205  
PHONE (904) 786-6400  
FAX (904) 786-1479  
LICENSED BUSINESS No. 6888

SHEET 2 OF 5

PRELIMINARY

CURVE TABLE			CHORD BEARING		CHORD DISTANCE	
CURVE	DELTA	RADIUS	LENGTH	TANGENT		
C1	4°11'33"	6769.49'	4882.64'	S 43°24'48" W	4777.49'	
C2	25°53'00"	59671.51'	612.13'	S 30°59'00" E	612.46'	
C3	26°44'58"	457.48'	213.58'	S 50°22'02" E	211.66'	
C4	34°03'40"	17312.31'	1138.42'	S 34°11'50" W	1138.22'	
C5	47°04'42"	595.00'	498.69'	S 29°21'30" W	475.26'	
C6	56°15'45"	450.00'	444.11'	S 29°54'40" W	426.50'	
C7	13°30'21"	725.00'	170.90'	85.85'	N 84°27'13" W	175.50'
C8	53°46'06"	355.33'	339.80'	139.93'	N 44°37'50" E	1126.85'
C9	34°02'07"	17139.32'	1126.95'	583.32'	N 34°12'01" E	1126.85'
C10	45°03'03"	170.30'	86.45'	333.33'	N 33°59'00" E	170.33'
C11	53°46'06"	355.33'	333.33'	189.30'	S 44°37'50" E	325.56'
C12	13°30'21"	625.00'	142.31'	75.61'	S 64°27'12" E	146.98'
C13	56°15'42"	350.00'	345.42'	188.24'	S 28°45'42" E	331.57'
C14	34°36'38"	695.00'	446.11'	23.31'	S 28°45'42" E	44.60'
C15	10°32'25"	126.27'	24.18'	12.13'	N 23°10'12" W	24.15'
C16	9°15'57"	7789.44'	858.68'	439.77'	N 13°27'32" W	858.23'
C17	9°15'57"	7789.44'	858.68'	439.77'	N 13°27'32" W	858.23'
C18	28°44'32"	73.38'	42.87'	21.90'	N 69°54'45" E	42.47'
C19	26°59'17"	73.38'	42.87'	21.90'	N 75°22'46" E	46.55'
C20	13°19'52"	1859.00'	432.54'	217.25'	N 57°52'41" W	431.57'
C21	12°04'58"	5786.70'	991.61'	612.43'	N 57°51'31" W	1218.07'
C22	11°37'45"	1004.93'	335.04'	169.09'	N 59°22'55" W	596.99'
C23	11°37'45"	1004.93'	335.04'	169.09'	N 59°22'55" W	596.99'
C24	11°37'45"	1004.93'	335.04'	169.09'	N 59°22'55" W	596.99'
C25	71°07'00"	5629.65'	704.17'	352.54'	S 75°39'19" W	9.99'
C26	95°20'00"	5629.65'	704.17'	352.54'	S 75°39'19" W	9.99'
C27	207°18'59"	300.00'	156.93'	80.10'	N 21°58'22" E	577.82'
C28	28°09'20"	300.00'	156.93'	80.10'	N 21°58'22" E	577.82'
C29	28°09'20"	300.00'	156.93'	80.10'	N 21°58'22" E	577.82'
C30	207°18'59"	1000.00'	381.68'	182.76'	S 21°58'22" W	359.79'
C31	26°12'02"	2804.94'	1382.66'	652.75'	N 85°09'00" E	1271.52'

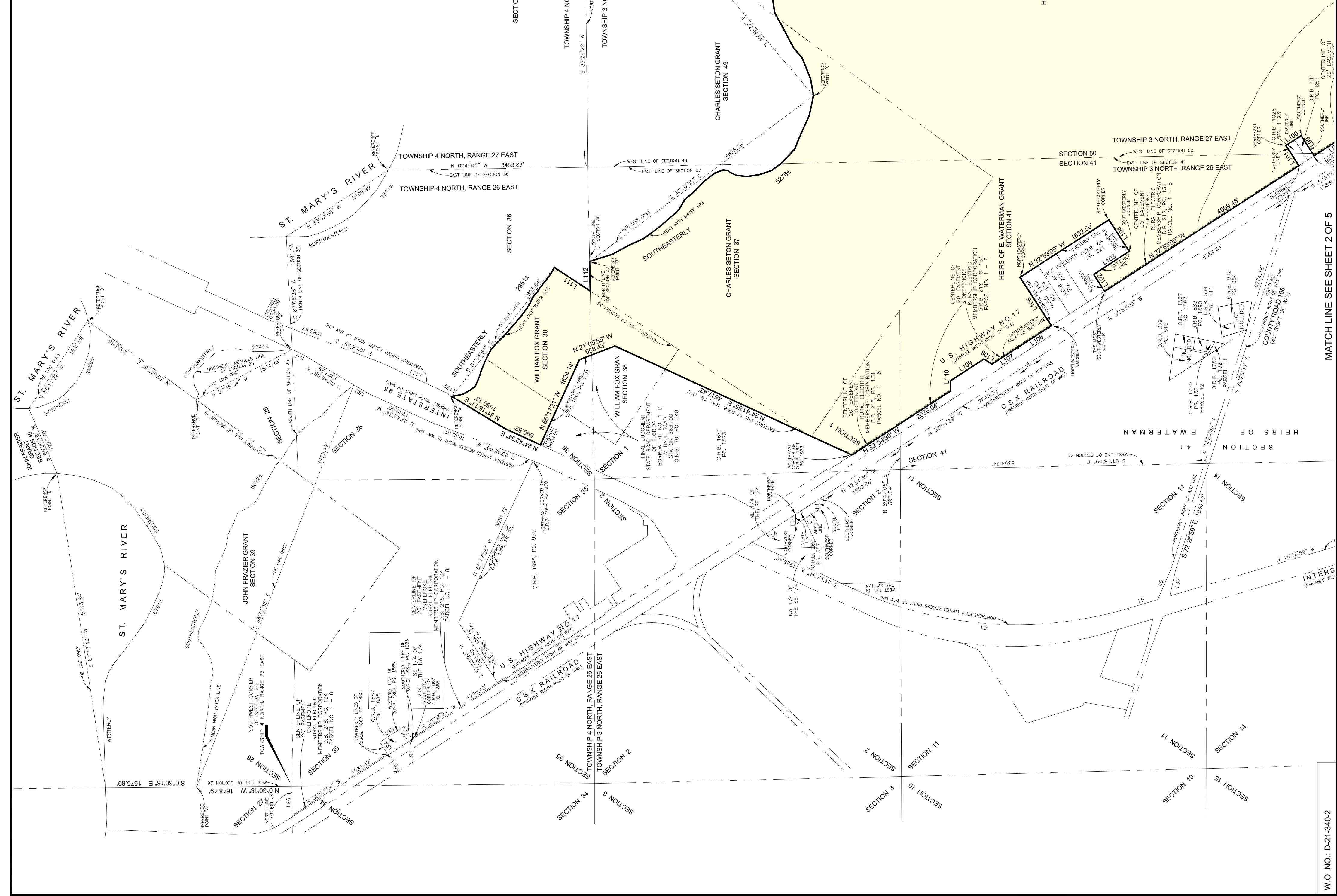
LEGEND:  
O.B. = DEED BOOK  
O.R.B. = OFFICIAL RECORD BOOK  
P.C. = PLAT CORNER  
P.L. = PLAT LINE





## MAP SHOWING SKETCH AND DESCRIPTION

BEING A PORTION OF  
TOWNSHIP 4 NORTH, RANGE 26 EAST, TOWNSHIP 4 NORTH, RANGE 27 EAST  
TOWNSHIP 3 NORTH, RANGE 26 EAST, TOWNSHIP 3 NORTH, RANGE 27 EAST  
AND TOWNSHIP 3 NORTH, RANGE 28 EAST  
ALL IN NASSAU COUNTY, FLORIDA




CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	41°19'33"	6769.49'	4882.64'	2552.97'	S 4°02'48" W	4777.49'
C28	28°06'20"	320.00'	156.97'	80.10'	N 25°37'30" E	155.40'
C29	28°06'20"	280.00'	137.35'	70.09'	S 25°37'30" W	135.98'

LINE #	BEARING	LENGTH
L1	S 89°14'18" W	173.85
L2	N 32°54'30" E	500.07
L3	S 89°14'18" E	173.85
L4	N 32°54'30" E	860.93
L5	S 16°54'50" E	531.21
L6	S 65°45'50" E	939.65
L7	S 77°22'01" E	466.13
L8	S 36°04'00" E	786.03
L9	N 12°56'50" E	703.17
L10	N 57°06'50" E	214.03
L11	N 32°53'54" E	495.03
L12	S 79°03'54" E	214.00
L13	N 77°52'54" W	703.17
L14	N 88°58'54" E	531.76
L15	S 24°42'54" E	208.67
L16	N 57°06'51" E	415.07
L17	N 32°53'59" W	315.00
L18	S 79°03'51" E	449.29
L19	N 57°06'51" E	349.93
L20	N 32°53'59" E	735.00
L21	N 57°06'51" E	650.31
L22	S 57°06'51" W	1000.00
L23	N 32°53'50" E	693.03
L24	N 32°54'30" E	534.04
L25	N 33°01'13" E	164.28
L26	S 33°01'13" E	695.07
L27	N 89°04'12" W	177.55
L28	N 38°44'44" E	749.66
L29	N 33°01'13" E	513.25
L30	N 13°30'51" E	600.31
L31	N 13°30'51" E	244.97
L32	N 57°04'14" E	498.32
L33	N 12°54'00" E	265.20
L34	N 39°04'00" E	158.24
L35	S 39°04'00" E	40.00
L36	S 39°04'00" E	158.24
L37	N 12°54'00" W	207.64
L38	N 57°04'14" E	498.97
L39	N 13°31'05" W	255.85
L40	S 13°30'51" W	598.95
L41	N 88°54'44" W	1041.67
L42	S 24°42'54" W	1200.00
L43	S 31°01'17" W	187.33
L44	N 05°02'01" W	647.30

**LEGEND:**

D.B. = DEED BOOK  
O.R.B. = OFFICIAL RECORD BOOK  
PG. = PG.

 = SITE

PRELIMINARY

MATCH LINE SEE SHEET 4 OF 5

ACREAGE TABLE	
SITE	14,907.43 ACRES±

SHEET 3 OF 5

**LD  
BRADLEY  
LANDSURVEYORS**  
Old World Knowledge... New Age Technology

PHONE (904) 786-6400  
FAX (904) 786-1479

LICENSED BUSINESS No. 6888

SEE SHEET 1 FOR GENERAL NOTES AND DESCRIPTIONS  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5

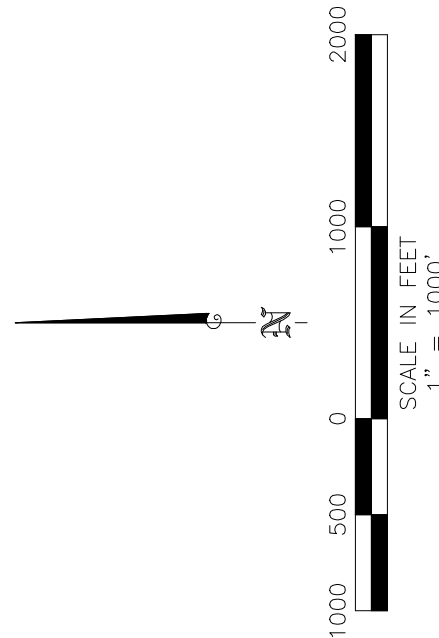
W.O. NO.: D-21-340-2

MATCH LINE SEE SHEET 2 OF 5



MAP SHOWING SKETCH AND DESCRIPTION

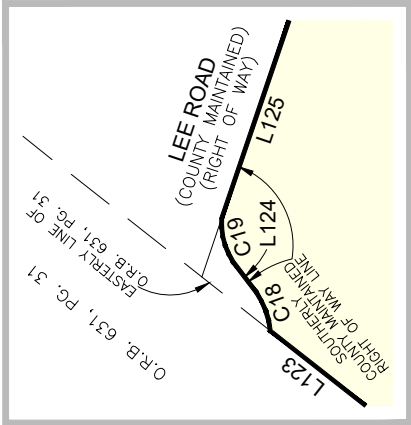
OF  
BEING A PORTION OF  
TOWNSHIP 4 NORTH, RANGE 26 EAST, TOWNSHIP 4 NORTH, RANGE 27 EAST,  
TOWNSHIP 3 NORTH, RANGE 26 EAST, TOWNSHIP 3 NORTH, RANGE 27 EAST  
AND TOWNSHIP 3 NORTH, RANGE 28 EAST  
ALL IN NASSAU COUNTY, FLORIDA



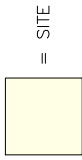
ACREAGE TABLE	
SITE	14,907.43 ACRES ±

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	TANGENT
CT8	294°4'32"	85.44'	42.83'	21.90'
CT9	96°59'17"	73.38'	42.33'	26.54'

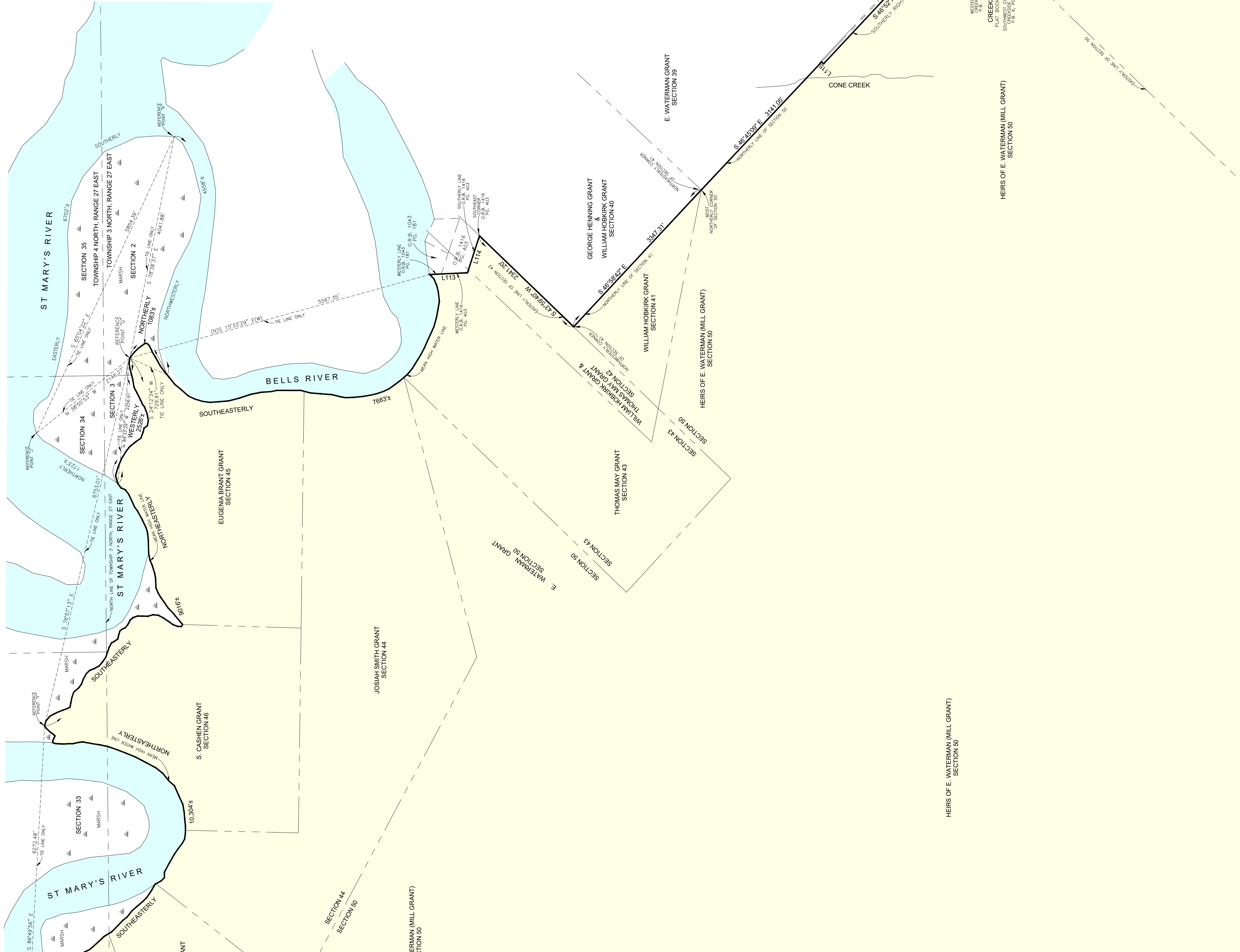
LINE TABLE		LINE TABLE	
LINE #	BEARING	LENGTH	BEARING
L113	S 2°30'20" E	677.00'	
L114	S 72°02'20" E	686.00'	
L115	S 43°07'50" W	47.78'	
L116	S 44°21'01" W	248.94'	
L117	S 88°39'46" W	950.24'	
L118	S 46°58'49" E	307.88'	
L119	N 88°37'00" E	237.76'	
L120	S 22°18' W	473.95'	
L121	S 88°16'36" E	450.33'	
L122	N 1°36'34" E	711.99'	
L123	N 38°10'15" E	382.73'	
L124	N 53°02'00" E	40.64'	
L125	S 71°13'20" E	279.61'	



LEGEND:  
O.B. = RED BROWN  
O.R.B. = OFFICIAL RECORD BOOK  
P.G. = P.G.



PRELIMINARY



SHEET 4 OF 5

**LD**  
**B R A D L E Y**  
**L A N D S U R V E Y O R S**  
OldWorldKnowledge...NewAidTechnology

**L. D. BRADLEY LAND SURVEYORS**  
5773 NORMANDY BOULEVARD,  
JACKSONVILLE, FLORIDA 32205  
PHONE (904) 786-6400 FAX (904) 786-1479  
LICENSED BUSINESS No. 6888

W.O. NO.: 21-430-2

DATE: 08/25/2021

CHECKED BY: RJJ

CAD FILE: 16192.DWG

DRAFTED BY: DHB

PG

MATCH LINE SEE SHEET 5 OF 5

W.O. NO.: D-21-340-2

SEE SHEET 1 FOR GENERAL NOTES AND DESCRIPTIONS  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 5









## PARCEL LIST

01-3N-26-0000-0001-0060	50-3N-27-0000-0001-0230
32-4N-27-0000-0001-0000	50-3N-27-0000-0001-0240
32-4N-27-0000-0001-0010	50-3N-27-0000-0001-0260
32-4N-27-0000-0001-0020	50-3N-27-0000-0001-0280
32-4N-27-0000-0001-0030	50-3N-27-0000-0001-0310
32-4N-27-0000-0001-0040	50-3N-27-0000-0001-0320
33-4N-27-0000-0001-0000	50-3N-27-0000-0001-0330
36-4N-26-0000-0001-0000 In Part	50-3N-27-0000-0001-0380
37-3N-26-0000-0001-0000 In Part	50-3N-27-0000-0001-0390
38-3N-26-0000-0001-0000	50-3N-27-0000-0002-0010
38-4N-26-0000-0001-0000	51-3N-27-0000-0001-0290
41-3N-26-0000-0001-0010	51-3N-27-0000-0001-0300
41-3N-27-0000-0001-0000	51-3N-27-4780-0003-0000
42-3N-27-0000-0001-0010	55-3N-27-0000-0001-0000
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48-3N-27-0000-0002-0010	
48-3N-27-0000-0002-0020	
48-3N-27-0000-0002-0040	
48-3N-27-0000-0002-0050	
48-3N-27-0000-0003-0000	



**PARCEL LIST & DEED LIST**

PARCEL ID	Warranty Deed OR Book/Page	Assignment OR Book Page	
— 32-4N-27-0000-0001-0010	906/1913	2283/1392	
— 44-3N-27-0000-0001-0010	1253/12	2153/1929	
— 45-3N-27-0000-0001-0010	1253/12	2153/1929	
— 50-3N-27-0000-0001-0240	1253/12	2153/1929	
— 50-3N-27-0000-0001-0230	1253/12	2153/1929	
— 51-3N-27-0000-0001-0300	1253/12	2153/1929	
— 41-3N-27-0000-0001-0000	1253/12	2153/1929	
— 42-3N-27-0000-0001-0010	1253/12	2153/1929	
— 43-3N-27-0000-0001-0030	1253/12	2153/1929	
— 48-3N-27-0000-0002-0000	1332/876	2283/1392	
— 44-3N-28-0000-0001-0520	1372/1572	2153/1929	
— 51-3N-27-0000-0001-0290	1372/1572	2153/1929	
— 48-3N-27-0000-0002-0010	1396-1076	2283/1392	
— 32-4N-27-0000-0001-0030	1464/1005	2153/1929	
— 48-3N-27-0000-0001-0000	1464/1005	2153/1929	In Part
— 48-3N-27-0000-0001-0010	1464/1005	2153/1929	
— 32-4N-27-0000-0001-0020	1464/1005	2153/1929	
— 32-4N-27-0000-0001-0000	1464/1014	2153/1929	
— 32-4N-27-0000-0001-0040	1464/1014	2153/1929	
— 33-4N-27-0000-0001-0000	1464/1014	2153/1929	
— 44-3N-27-0000-0001-0000	1464/1014	2153/1929	
— 45-3N-27-0000-0001-0000	1464/1014	2153/1929	
— 46-3N-27-0000-0001-0000	1464/1014	2153/1929	
— 47-3N-27-0000-0001-0000	1464/1014	2153/1929	
— 50-3N-27-0000-0001-0260	1464/1014	2153/1929	
— 48-3N-27-0000-0002-0050	1488/541	2153/1929	
— 48-3N-27-0000-0003-0000	1511/1062	2153/1929	
— 48-3N-27-0000-0002-0040	1518/602	2153/1929	
— 48-3N-27-0000-0002-0020	1556/1660	2153/1929	
— 01-3N-26-0000-0001-0060	1624/1712	2153/1929	
— 36-4N-26-0000-0001-0000	1624/1712	2153/1929	In Part
— 37-3N-26-0000-0001-0000	1624/1712	2153/1929	In Part

PARCEL ID	Warranty Deed OR Book/Page	Assignment OR Book Page	
– 38-3N-26-0000-0001-0000	1624/1712	2153/1929	
– 38-4N-26-0000-0001-0000	1624/1712	2153/1929	
– 56-3N-27-0000-0001-0000	1624/1735	2153/1929	
– 50-3N-27-0000-0001-0310	1624/1742	2153/1929	
– 55-3N-27-0000-0001-0000	1624/1742	2153/1929	
– 50-3N-27-0000-0001-0390	2110/447/452	2153/1929	
– 50-3N-27-0000-0001-0380	2110/447/452	2153/1929	
– 50-3N-27-0000-0001-0320	1861/1530	2247/831	2520/502
– 50-3N-27-0000-0002-0010	1861/1530	2247/831	2520/502
– 50-3N-27-0000-0001-0330	1861/1530	2247/831	2520/502
– 51-3N-27-4780-0003-0000	1861/1530	2247/831	2520/502
– 50-3N-27-0000-0001-0280	1624/1723	2283/1392	2520/502
– 41-3N-26-0000-0001-0010	1464/1005	2247/831	2520/502



3K0906PG1913  
OFFICIAL RECORDS

# QUIT CLAIM DEED

THIS DEED, executed as of this 18 day of October, 1999, is by and between:

GRANTOR: RAYONIER INC., a North Carolina corporation, (f/k/a ITT Rayonier Incorporated, a Delaware corporation) authorized for doing business in the state of Florida, herein referred to as Rayonier, whose mailing address is 4 North 2<sup>nd</sup> Street, Fernandina Beach, Florida 32035.

GRANTEE: RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., Limited Partnership, a Delaware limited partnership, authorized for doing business in the state of Florida, hereinafter referred to as Grantee, whose mailing address is 4 North 2<sup>nd</sup> Street, Fernandina Beach, Florida 32035.

WITNESSETH

THAT RAYONER, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable considerations, does hereby release, remise and quitclaim unto the Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Rayonier has in and to the following described real property situate, lying and being in Nassau County, Florida.

SEE EXHIBIT A, attached hereto and incorporated herein by this reference.

EXCEPTING FROM, and RESERVING TO, RAYONIER, its successors and assigns forever, all the minerals and mineral rights in, on or under the lands conveyed hereby as follows:

1. There is hereby reserved to Grantee, its successors and assigns, and excluded from this conveyance all the oil, gas, associated hydrocarbons, lead, zinc, copper, coal, coal seam gas, lignite, peat, sulphur, phosphate, iron ore, sodium, salt, uranium, thorium and other fissionable materials, molybdenum, vanadium, titanium, gold, silver, bauxite, limestone, kaoline, geothermal energy and all other mineral substances and or deposits of any kind or character, whether solid, liquid or gaseous, and without limitation by enumeration of the minerals expressly mentioned above but not including sand, clay or gravel, which are hereby agreed to be a part of the surface conveyed hereby, presently owned by Rayonier in, on or under any of the Rayonier lands conveyed hereby, and all executive rights and other rights to execute leases presently owned or held by Rayonier with respect to the interests of any other parties in any or all said minerals in, on or under any of the Rayonier lands conveyed hereby, together with full rights of ingress and egress and use of the surface to the extent reasonably necessary for the purposes of exploring, drilling, mining (including shaft, in situ, open pit, surface or strip mining), developing, producing, removing, transporting and owning all of said minerals and mineral rights herein reserved to Rayonier.

2. In the event that Rayonier lands conveyed hereby, or portions thereof, are to any extent presently subject to oil and gas leases and other mineral leases or agreements, then the foregoing mineral reservation is made without prejudice to any rights, privileges or obligations provided under such leases or agreements in effect on the date of this conveyance, but covers, includes and reserves to Rayonier, its successors and assigns, all of the rentals, royalties and other lease payments attributable to oil, gas and/or other minerals produced and saved therefrom for so long as such leases or agreements remain in force, including any extensions thereof hereafter granted by Rayonier. Grantee shall succeed hereunder to all of the rights and benefits provided to the surface owner in each of such leases or agreements for the protection of the surface during mineral operations conducted thereunder. Upon the expiration, termination or forfeiture of any of such leases or agreements, the mineral interest previously covered by such lease or agreement shall

continue to be owned by Rayonier as an unleased mineral interest, it being the intention of the parties that Rayonier not convey any minerals or mineral interests in, on or under the Rayonier lands to Grantee presently or in the future.

BK 0906 PG 1914

Such interest(s) as is herein above conveyed from Rayonier to Grantee being hereinafter referred to (collectively, as appropriate to the context) as "Timberlands".

OFFICIAL RECORDS

FURTHERMORE, THIS CONVEYANCE IS SUBJECT TO:

1. All presently existing easements, rights of way, flowage rights, restrictions, servitudes, cemeteries, campsites, hunting or other leases, license, permits, and other undertakings or encumbrances of any kind or nature (other than existing mortgages covered in subsection 2 below), whether acquired by grant, prescription or adverse possession, either of record or presently existing or affecting any of said Timberlands;

2. All presently existing mortgages, deeds to secure debt or deeds of trust; provided however, that GRANTEE does not assume any obligation for the payment of the indebtedness secured by such mortgages, deeds to secure debt or deeds of trust or to perform any of the obligations of the mortgagor or grantor thereof, and Rayonier shall remain obligated for the payment thereof and shall indemnify and hold harmless Grantee and its successors and assigns form and against any loss, cost or expense in any way arising from, or associated with, such mortgages, deeds to secure debt or deeds to trust, including reasonable attorneys' fees' and provided, further, that upon the request of Grantee and its successors and assigns at any time, or from time to time, Rayonier will use all reasonable efforts to obtain the release of such mortgages, deeds to secure debt or deeds of trust, or any of them, including prepayment of the indebtedness secured thereby, notwithstanding that such prepayment may require the payment of premiums or penalties;

3. Any presently existing conditions or state of acts which would be ascertained or revealed by an accurate survey and/or inspection of said lands, including, but not limited to, boundary line disputes, encroachments and adverse claims.

4. All valid and existing cutting rights set forth in timber deeds and timber contracts affecting said lands heretofore entered into between Rayonier and other parties;

5. The lien for current ad valorem taxes.

To have and to hold forever the same together with all and singular the appurtenances thereunto belonging or in any wise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever existing, in law or equity, of Rayonier, so that neither Rayonier nor any person or persons claiming under Rayonier shall at any time, by any means or ways, have, claim or demand any right or title to said premises.

IN WITNESS WHEREOF, Rayonier has caused this instrument to be executed in its name by its proper and duly authorized corporate officers, upon the date above given.

Witnesses:

Charles D. Nye (Sign)  
Charles D. Nye (Print)

Virginia B. Batten (Sign)  
Virginia B. Batten (Print)

RAYONIER INC.

By: W.D. Erickson (Sign)  
W.D. Erickson (Print)  
As Its: Vice President (Title)

ATTEST: Mary J. Berger (Sign)  
Mary J. Berger (Print)  
As Its: Assistant Secretary (Title)

AUTHORIZATION  
1953

STATE OF FLORIDA  
COUNTY OF NASSAU

BK0906PG1915

OFFICIAL RECORDS

BEFORE ME the undersigned authority personally appeared W. D. Ericksen and Mary J. Berger, as Vice President and Assistant Secretary, respectively, of **RAYONIER INC.**, a North Carolina corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said corporation. Both are personally known to me.

IN WITNESS WHEREOF I have set my hand and seal upon this 18 day of  
October, 1999.

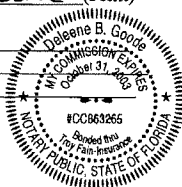
Deleene B. Goode (Sign)  
Deleene B Goode (Print)

NOTARY PUBLIC

State of \_\_\_\_\_

Commission No. \_\_\_\_\_

Commission Expires: \_\_\_\_\_



I:\SEFR\Deeds\QCPartnership-Florida-9-99(Nassau-p.21)

BK 0906 PG 1916

**EXHIBIT A**

OFFICIAL RECORDS

**ALL THOSE CERTAIN TRACTS OR PARCELS** of land lying and being in  
Nassau County, Florida described at instrument recorded in the public records of  
Nassau County, Florida at Book 675, Page 384, et seq.

9935993

99 NOV -5 PM 2:16

  
CLERK OF COURTS  
NASSAU COUNTY, FLORIDA



**WARRANTY DEED**

**OR BOOK     1253            PAGE 12**

- 44-3N-27-0000-0001-0010
- 45-3N-27-0000-0001-0010
- 50-3N-27-0000-0001-0240
- 50-3N-27-0000-0001-0230
- 51-3N-27-0000-0001-0300
- 41-3N-27-0000-0001-0000
- 42-3N-27-0000-0001-0010
- 43-3N-27-0000-0001-0030

Prepared by and Return to:  
Tracy K. Arthur, Esq.  
P.O. Box 728  
Fernandina Beach, Florida 32035

INSTR # 200428252  
OR BK 01253 PGS 0012-0021  
RECORDED 08/16/2004 01:38:30 PM  
J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S. 201.02) 207,263.00  
RECORDING FEES 86.50

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 11<sup>th</sup> day of August 2004, between RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, authorized for and doing business within the State of Florida, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantor), and RAYLAND, LLC, a Delaware limited liability company, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantee).

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida, and more particularly described as follows (the "Property"):

ALL THOSE CERTAIN TRACTS, PARCELS, or portions of property situate, lying and being in Nassau County, Florida, as more particularly described upon EXHIBIT A, attached hereto and by reference made a part hereof.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2003; cemeteries, easements, encroachments, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**RESERVING UNTO GRANTOR**, its successors and assigns, the right and title to all timber and forest products as more particularly depicted upon EXHIBIT A as "Reserved Timber & Forest Products". The Grantor, or its agent or assigns, as owner of the timber and forest products on the parcel of land may harvest and remove, at its discretion, all timber and timber products on said land. All reserved timber and forest products shall be removed within THREE (3) YEARS from the date of this deed. The Grantor hereby reserves the timber and forest products together with the right to enter upon the land with men, machinery and equipment to harvest and remove said timber and forest products. Grantee grants to Grantor, its successors, assigns, agents and contractors the right to enter upon the land with men, machinery and equipment, together with the rights of ingress and egress thereto if necessary or convenient to Grantor, during the term of the Timber Reservation to harvest and remove such reserved timber and forest products. This reservation shall automatically terminate THREE (3) years from the date hereof.

**GRANTOR FURTHER RESERVES** unto itself, its successors and assigns all hunting rights and privileges upon the Lands herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor further reserves unto itself, its successors and assigns the rights to any communication towers or sign/ signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. The reservations in this paragraph shall automatically terminate TEN (10) YEARS from the date hereof. If any portion of the land subject to this deed is sold to a third party prior to expiration of this ten year term, Grantor shall quitclaim its rights under this paragraph as to such land to the third party.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR HEREBY** covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed upon the date above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.  
By its Managing General Partner: RAYONIER  
TIMBERLANDS MANAGEMENT, LLC

Kathleen Baker  
Print Name: Kathleen Baker  
Virginia B Batten  
Print Name: Virginia B Batten

By: W.D. Erickson (Sign)  
W.D. Erickson (Print)  
Its: Vice President

Attest: Tracy K. Arthur  
Its: Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 11 day of August 2004, by W.D. Erickson and Tracy K. Arthur, the Vice President and Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.

My Commission Expires:  
My Commission No.:

Deleene B. Goode  
Deleene B Goode (print)  
Notary Public, State of Florida



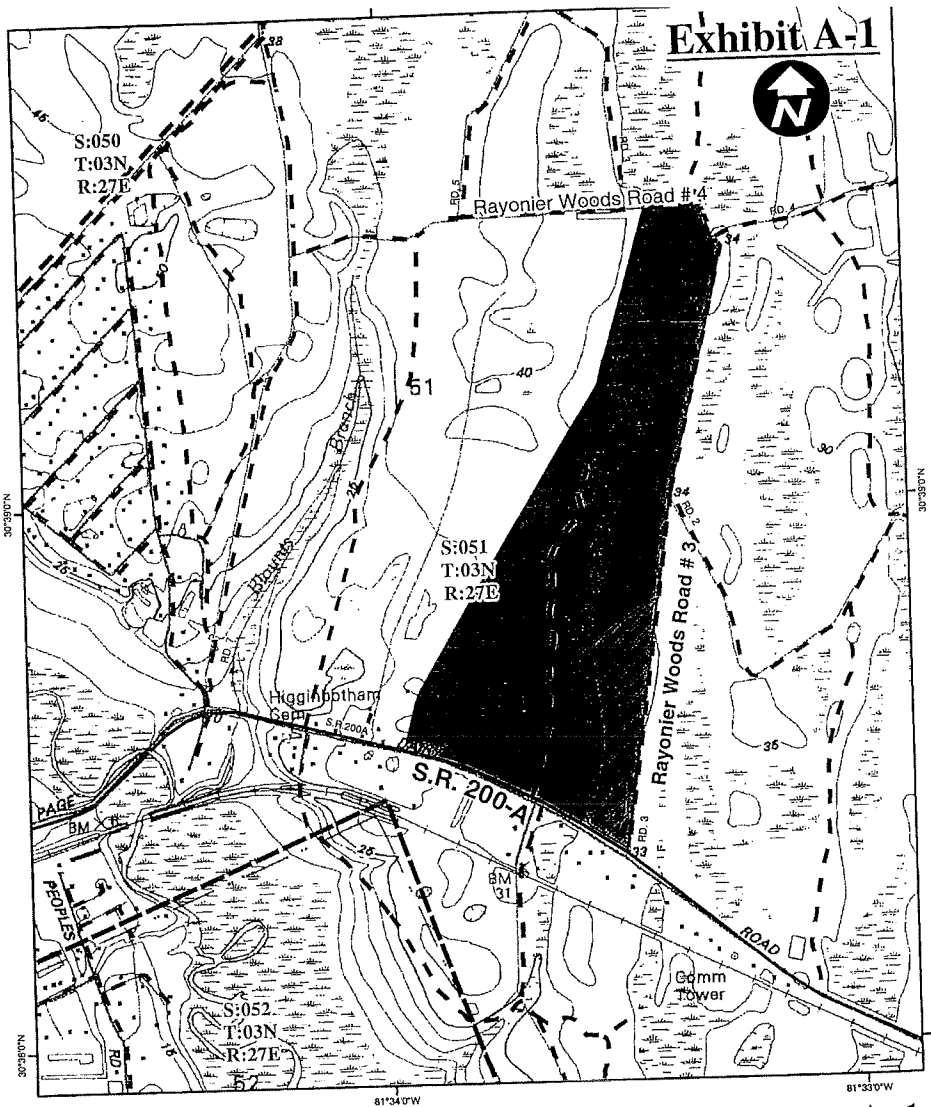
**EXHIBIT A-1**  
(PAIGES DAIRY RD TRACT)



ALL THAT CERTAIN TRACT OF LAND OR PARCEL OF LAND BELONGING TO RAYONIER FOREST RESOURCES, L.P., LIMITED PARTNERSHIP, AND BEING A PORTION OF THE JOHN LOWE MILL GRANT, SECTION FIFTY-ONE (51), TOWNSHIP THREE (3) NORTH, RANGE TWENTY-SEVEN (27) EAST, NASSAU COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF RAYONIER FOREST RESOURCES, L.P LANDS IN SECTION 51 THAT LIE EAST OF LANDS NOW OR FORMERLY OWNED BY PAGE HILL ASSOCIATES FLORIDA GENERAL PARTNERSHIP, AS RECORDED IN THE CIRCUIT COURT OF NASSAU COUNTY, BOOK 846, PAGES 468-470, SOUTH OF RAYONIER ROAD #4 ( A PRIVATE ROAD), WEST OF RAYONIER ROAD # 3 (A PRIVATE ROAD), AND NORTH OF STATE ROAD 200-A, ALSO KNOWN AS PAGES DAIRY ROAD, A 100-FOOT RIGHT-OF-WAY.

EXHIBIT A  
Page 1 of 4





 Sale Area  
 Timber Reserves



660 0 660 1,320 Feet

29 July 2004

**Exhibit A-1**  
Nassau County, Florida

**EXHIBIT A-2**  
**(ROSES BLUFF)**

**LEGAL DESCRIPTION OF A PART OF THE RAYONIER ROSES BLUFF TRACT, NASSAU COUNTY, FLORIDA**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN UNSURVEYED SECTIONS 2 AND 3; THE W. HOBKIRK GRANT, SECTION 41; THE G. HENNING GRANT, SECTION 42; THE T. MAY GRANT, SECTION 43; THE J. SMITH GRANT, SECTION 44; THE E. BRANT, SECTION 45; THE S. CASHEN GRANT, SECTION 46 AND THE E. WATERMAN GRANT, SECTION 50; ALL IN TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF THE G. HENNING GRANT, SECTION 40, SAID TOWNSHIP AND RANGE AND RUN NORTH 44°-02'-37" EAST, ALONG THE NORTHWESTERLY LINE THEREOF, A DISTANCE OF 15.13 FEET, MORE OR LESS, TO A POINT AT THE MOST WESTERLY CORNER OF LANDS NOW OR FORMERLY OF J. MICHAEL BOWLING, ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1011, PAGE 22, FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, CONTINUE NORTH 44°-02'-37" EAST, ALONG THE NORTHWESTERLY LINE OF SAID SECTION 40, A DISTANCE OF 2,326.07 FEET, MORE OR LESS, TO THE SOUTHEASTERLY CORNER OF LANDS NOW OR FORMERLY OF MARIE LOUISE DAVIS CHAPLIN, ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 724, PAGE 1950; RUN THENCE NORTH 71°-57'-23" WEST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 696.0 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER THEREOF; RUN THENCE NORTH 2°-27'-23" WEST, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS AND ALONG THE WESTERLY LINE OF LANDS NOW OR FORMERLY OF STUART H. DAVIS, JR. AND NOLA L. DAVIS, ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1043, PAGE 181, A DISTANCE OF 677 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LAST MENTIONED LANDS AT THE APPARENT EDGE OF OPEN WATER OF THE BELLS RIVER, SAID NORTHWESTERLY CORNER HEREAFTER CALLED POINT "A" IN THIS DESCRIPTION; THENCE RETURN TO THE POINT OF BEGINNING AND RUN SOUTH 46°-50'-47" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1011, PAGE 22, A DISTANCE OF 3,346.97 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER THEREOF, SAID SOUTHERLY CORNER LYING ON THE SOUTHEASTERLY LINE OF SAID SECTION 40; RUN THENCE SOUTH 44°-02'-37" WEST, ALONG LAST MENTIONED SOUTHEASTERLY LINE, A DISTANCE OF 15.13 FEET, MORE OR LESS, TO THE MOST SOUTHERLY CORNER THEREOF; RUN THENCE SOUTH 46°-50'-47" EAST, ALONG THE SOUTHWESTERLY LINE OF THE E. WATERMAN GRANT, SECTION 39, SAID TOWNSHIP AND RANGE, A DISTANCE OF 2,487.90 FEET, MORE OR LESS, TO A POINT LYING IN THE RUN OF CONE CREEK; RUN THENCE IN A SOUTHERLY DIRECTION (GENERALLY SOUTH 5°-33'-53" EAST) ALONG THE MEANDERINGS OF THE RUN OF SAID CONE CREEK, A DISTANCE OF 1,757.44 FEET, MORE OR LESS, TO A POINT IN THE CENTERLINE OF RAYONIER ROAD NO. 10; RUN THENCE SOUTH 89°-19'-30" WEST, A DISTANCE OF 1,977.08 FEET TO A POINT IN LAST MENTIONED CENTERLINE; RUN THENCE NORTH 55°-44'-11" WEST, A DISTANCE OF 1,803.81 FEET TO A POINT; RUN THENCE NORTH 35°-13'-28" WEST, A DISTANCE OF 1,145.90 FEET TO A POINT; RUN THENCE NORTH 78°-49'-11" WEST, A DISTANCE OF

EXHIBIT A  
Page 2 of 4

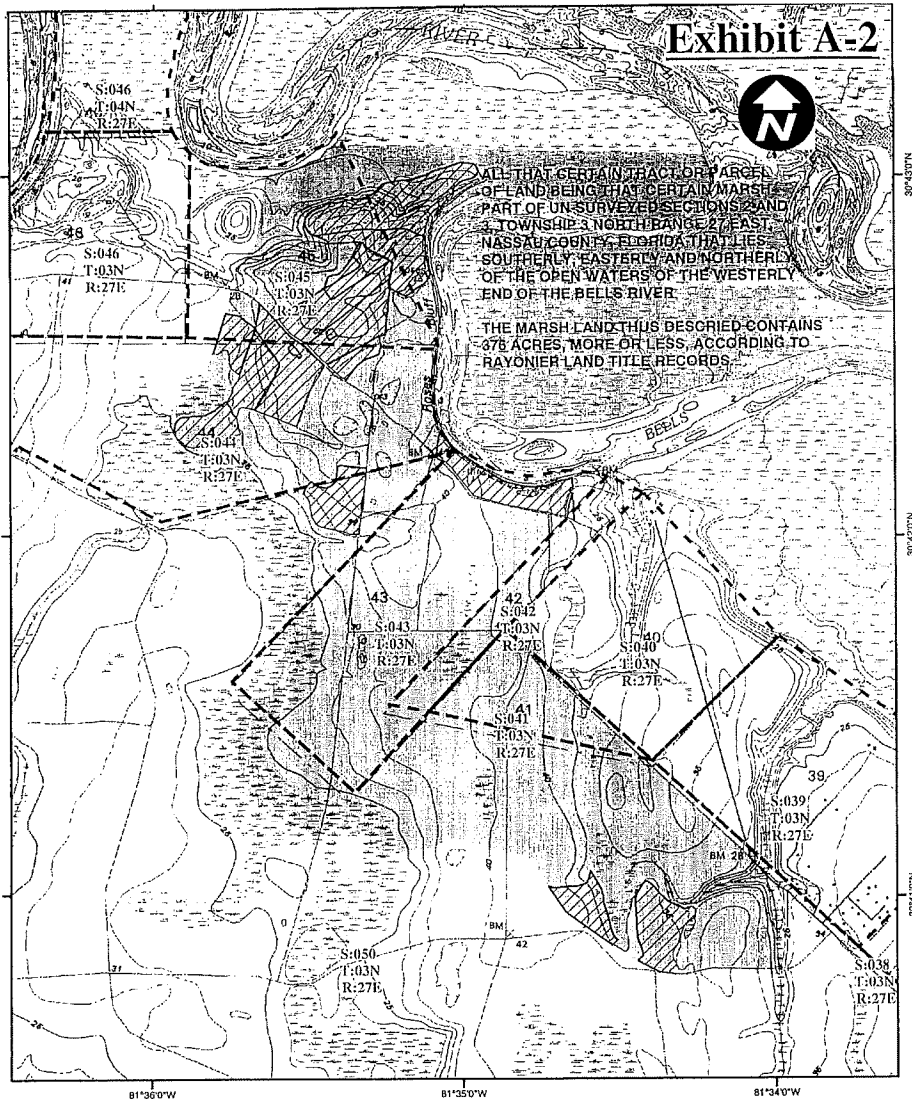
1360.25 FEET TO A POINT; RUN THENCE SOUTH 68°-31'-11" WEST, A DISTANCE OF 357.77 FEET TO A POINT; RUN THENCE SOUTH 84°-27'-44" WEST, A DISTANCE OF 905.90 FEET TO A POINT; RUN THENCE NORTH 21°-04'-32" WEST, A DISTANCE OF 224.59 FEET TO A POINT; RUN THENCE NORTH 64°-01'-58" WEST, A DISTANCE OF 488.27 FEET TO A POINT; RUN THENCE SOUTH 86°-45'-40" WEST, A DISTANCE OF 421.66 FEET TO A POINT; RUN THENCE NORTH 69°-34'-52" WEST, A DISTANCE OF 726.75 FEET TO A POINT; RUN THENCE NORTH 42°-46'-45" WEST, A DISTANCE OF 983.60 FEET TO A POINT; RUN THENCE NORTH 5°-57'-45" WEST, A DISTANCE OF 704.19 FEET TO A POINT; RUN THENCE NORTH 41°-45'-08" EAST, A DISTANCE OF 1091.81 FEET TO A POINT; RUN THENCE NORTH 7°-07'-01" EAST, A DISTANCE OF 326.37 FEET TO A POINT; RUN THENCE NORTH 2°-02'-06" EAST, A DISTANCE OF 1723.71 FEET TO A POINT; RUN THENCE NORTH 30°-36'-24" WEST, A DISTANCE OF 795.17 FEET TO A POINT; RUN THENCE NORTH 46°-51'-32" WEST, A DISTANCE OF 791.76 FEET TO A POINT; RUN THENCE NORTH 63°-44'-24" WEST, A DISTANCE OF 630.35 FEET TO A POINT; RUN THENCE NORTH 25°-11'-11" WEST, A DISTANCE OF 1,035.73 FEET TO A POINT; RUN THENCE NORTH 45°-11'-41" EAST, A DISTANCE OF 891.88 FEET TO A POINT; RUN THENCE NORTH 20°-39'-46" EAST, A DISTANCE OF 1606.27 FEET TO A POINT; RUN THENCE NORTH 23°-44'-07" EAST, A DISTANCE OF 1,042.13 FEET TO A POINT; RUN THENCE NORTH 8°-58'-59" EAST, A DISTANCE OF 1,000.0 FEET, MORE OR LESS, TO THE APPARENT EDGE OF OPEN WATER OF THE ST. MARYS RIVER ; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE MEANDERINGS OF THE EDGE OF OPEN WATER OF SAID ST. MARYS RIVER TO A POINT ON THE NORTHERLY LINE OF TOWNSHIP 3 NORTH; RUN THENCE IN AN EASTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY LINE TO A POINT ON THE WESTERLY EDGE OF OPEN WATER OF THE BELLS RIVER; RUN THENCE IN A SOUTHERLY, WESTERLY, SOUTHERLY AND EASTERLY DIRECTION ALONG THE MEANDERINGS OF THE WESTERLY, NORTHERLY, WESTERLY AND THE SOUTHERLY EDGE OF AN OPEN WATER OF THE BELLS RIVER TO AFOREMENTIONED POINT "A"; RUN THENCE SOUTH 2°-27'-23" EAST, ALONG THE WESTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1043, PAGE 181 AND THE WESTERLY LINE OF SAID LAND DESCRIBED IN OFFICIAL RECORDS BOOK 724, PAGE 1950, A DISTANCE OF 677 FEET, MORE OR LESS, TO THE SOUTHWESTERLY CORNER OF LAST MENTIONED LANDS; RUN THENCE SOUTH 71°-57'-23" EAST, ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 696.0 FEET TO THE SOUTHEASTERLY CORNER THEREOF; RUN THENCE SOUTH 44°-02'-37" WEST, ALONG THE NORTHWESTERLY LINE OF SAID SECTION 40, A DISTANCE OF 2,326.07 FEET TO A POINT OF BEGINNING

TOGETHER WITH: ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING THAT CERTAIN MARSH PART OF UN-SURVEYED SECTIONS 2 AND 3, TOWNSHIP 3 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA THAT LIES SOUTHERLY, EASTERLY, AND NORTHERLY OF THE OPEN WATERS OF THE WESTERLY END OF THE BELLS RIVER.

THE MARSH LAND THUS DESCRIBED CONTAINS 376 ACRES, MORE OR LESS, ACCORDING TO RAYONIER LAND TITLE RECORDS.

BEARING REFERENCE: THE BEARINGS CITED IN THE ABOVE PROPERTY DESCRIPTION ARE BASED ON THE DEED BEARING OF NORTH 2°-27'-23" WEST FOR THE NORTHWESTERLY LINE OF THE G. HENNING GRANT, SECTION 40, TOWNSHIP 3, SOUTH, RANGE 27 EAST ACCORDING TO DEED RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY, FLORIDA IN BOOK 1011, PAGE 22.

EXHIBIT A  
Page 3 of 4



Timber Reserves  
 Sale Area



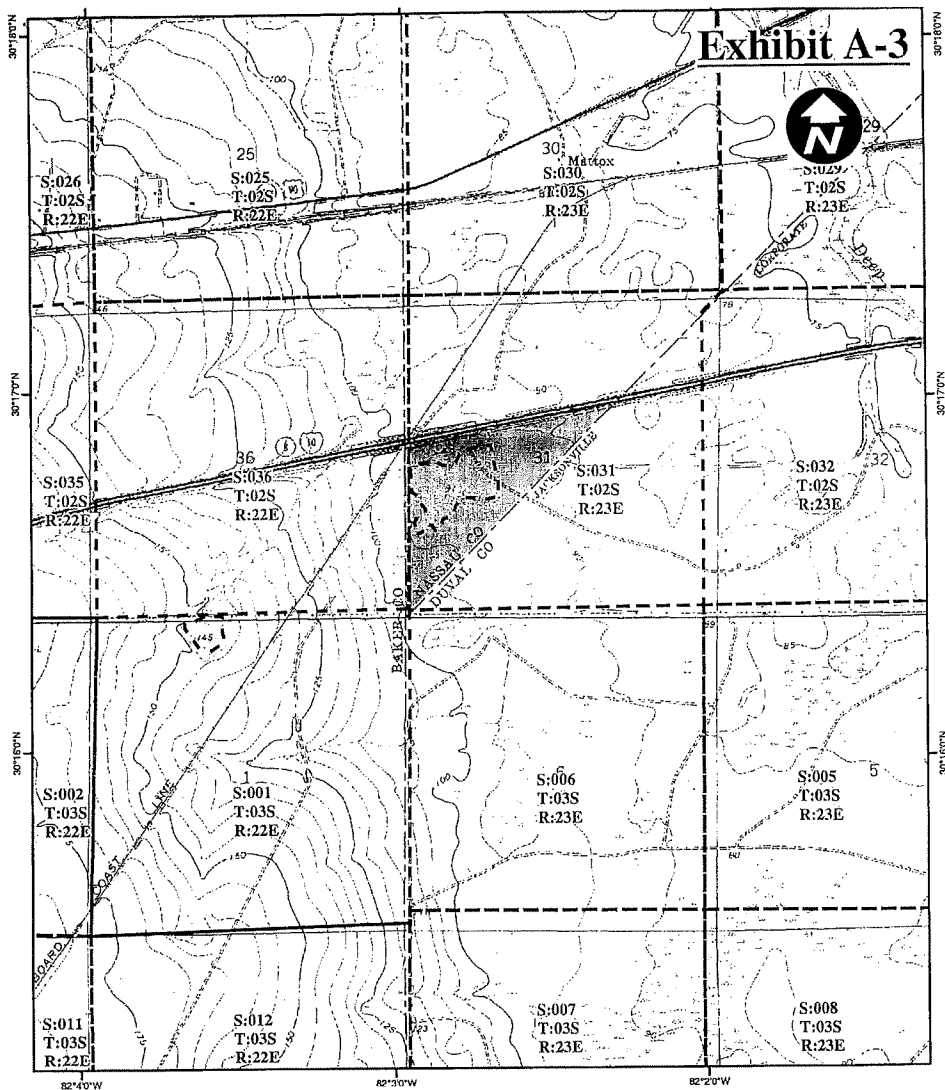
1,000 0 1,000 2,000  
 Feet

**Exhibit A-2**  
 Nassau County, Florida

**EXHIBIT A-3**  
**(I -10/US 301)**


All of Section 31 that lies South of Interstate 10, Township 2 South, Range 23 East, Nassau County, Florida; (EXCEPT part in State Road described in Deed Book 268, Page 286, and that part described in O.R. Book 644, Page 1241, Public Records of Nassau County, Florida.); LESS Interstate 10.

EXHIBIT A  
Page 4 of 4



**Exhibit A-3**



 Sale Area



1,000 0 1,000 2,000  
Feet

**Exhibit A-3**

Nassau County, Florida



**PREPARED BY:**  
TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

INSTR # 200524957  
OR BK 01332 PGS 0876-0877  
RECORDED 07/12/2005 11:21:11 AM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S. 201.02) 3,150.00  
RECORDING FEES 18.50

**RETURN TO:**

Olde Towne Title Company  
21 North 3rd Street  
Fernandina Beach, FL 32034

**WARRANTY DEED**  
(Florida Property)

THIS WARRANTY DEED, made this 8<sup>th</sup> day of July 2005, from PATRICIA A. RUEBUSH, as the acting Personal Representative of THE ESTATE OF WILLIAM I. GUESS, Deceased, (the "Grantor"), to RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (the "Grantee").

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described as: THE NORTHERLY 295.79 FEET of Lot 2, Village of Crandall, Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, Nassau County, Florida, according to the map or plat thereof as recorded in Deed Book 39, at Page 364. Except for any part lying in bounds of Official Records Book 540, Page 857 (the "Property").

TAX PARCEL ID# 48-3N-27-0000-0002-0000

THIS CONVEYANCE IS SUBJECT TO: Ad Valorem property taxes accruing subsequent to December 31, 2004; and all matters of record or apparent from a survey or inspection of the Property, and further Subject to the right of ingress and egress to those certain properties lying and being adjacent to said Property, at such locations upon, over and across the Property as may be determined by Grantee.

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

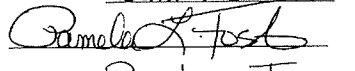
TO HAVE AND TO HOLD the same in fee simple forever.


AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

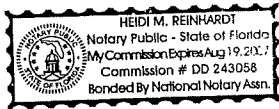
  
Print Name: Daniel S. Brim

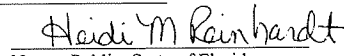
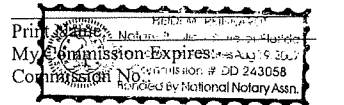
  
Print Name: Pamela L. Foster

  
PATRICIA A. RUEBUSH,  
As The Acting: Personal Representative  
OF THE ESTATE OF WILLIAM I.  
GUESS, DECEASED

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of JULY 2005, by PATRICIA A. RUEBUSH, as the Personal Representative of THE ESTATE OF WILLIAM I. GUESS, Deceased, and who is personally known to me, or has provided the following as identification: drivers licenses.



  
Notary Public, State of Florida  


**WARRANTY DEED**

**OR BOOK    1271            PAGE 897**

**OR BOOK    1372            PAGE 1572    Re-recording of 1271/897**

- 44-3N-28-0000-0001-0520
- 51-3N-27-0000-0001-0290

9

Prepared by and Return to:  
Tracy K. Arthur, Esq.  
P.O. Box 728  
Fernandina Beach, Florida 32035

INSTR # 200437479  
OR BK 01271 PGS 0897-0905  
RECORDED 11/04/2004 11:59:41 AM  
J. M. OXLEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD(F.S.201.02) 90,482.00  
RECORDING FEES 78.00

**\*RE-RECORDING OF DEED  
AT OR 1271, PGS 897-905**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 25 day of October 2004, between RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, authorized for and doing business within the State of Florida, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantor), and RAYLAND, LLC, a Delaware limited liability company, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantee).

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida, and more particularly described as follows (the "Property"):

ALL THOSE CERTAIN TRACTS, PARCELS, or portions of property situate, lying and being in Nassau County, Florida, as more particularly described upon EXHIBIT A, attached hereto and by reference made a part hereof.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2003; cemeteries, easements, encroachments, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

\* This instrument is being re-recorded to correct a scrivener's error on Page "8" of that certain Special Warranty Deed dated October 25, 2004, and recorded at OR 01271, Pages 897-905. All Documentary Fees were paid at the time deed was first recorded. Dated: This 8<sup>th</sup> day of December 2005

FILE 200546703 OR BOOK 01372 PGS 1572-1580 RECORDED 12/08/2005 08:06:23 NASSAU COUNTY, JOHN A. CRAWFORD, CLERK

REC 90,482.00  
90,560.00  
700  
738

**RESERVING UNTO GRANTOR**, its successors and assigns, the right and title to all timber and forest products as more particularly depicted upon **EXHIBIT A** as "Reserved Timber & Forest Products". The Grantor, or its agent or assigns, as owner of the timber and forest products on the parcel of land may harvest and remove, at its discretion, all timber and timber products on said land. All reserved timber and forest products shall be removed within **THREE (3) YEARS** from the date of this deed. The Grantor hereby reserves the timber and forest products together with the right to enter upon the land with men, machinery and equipment to harvest and remove said timber and forest products. Grantee grants to Grantor, its successors, assigns, agents and contractors the right to enter upon the land with men, machinery and equipment, together with the rights of ingress and egress thereto if necessary or convenient to Grantor, during the term of the Timber Reservation to harvest and remove such reserved timber and forest products. This reservation shall automatically terminate **THREE (3) years** from the date hereof.

**GRANTOR FURTHER RESERVES** unto itself, its successors and assigns all hunting rights and privileges upon the Lands herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor further reserves unto itself, its successors and assigns the rights to any communication towers or sign/ signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. The reservations in this paragraph shall automatically terminate **TEN (10) YEARS** from the date hereof. If any portion of the land subject to this deed is sold to a third party prior to expiration of this ten year term, Grantor shall quitclaim its rights under this paragraph as to such land to the third party.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR HEREBY** covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed upon the date above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.  
By its Managing General Partner: RAYONIER  
TIMBERLANDS MANAGEMENT, LLC

Kathleen Baker  
Print Name: Kathleen Baker

Virginia B. Barton  
Print Name: Virginia B. Barton

By: W. L. Nutter (Sign) ~~W.L.~~

Its: W. L. Nutter  
President

Attest: Tracy K. Arthur  
Its: Tracy K. Arthur  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of October 2004, by W. L. Nutter and Tracy K. Arthur, the Vice President and Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.



Deleene B. Goode  
Deleene B. Goode (Print)

Notary Public, State of Florida  
My Commission No.:  
Commission Expires:

NASSAU CHESTER ROAD TRACT

EXHIBIT A-1

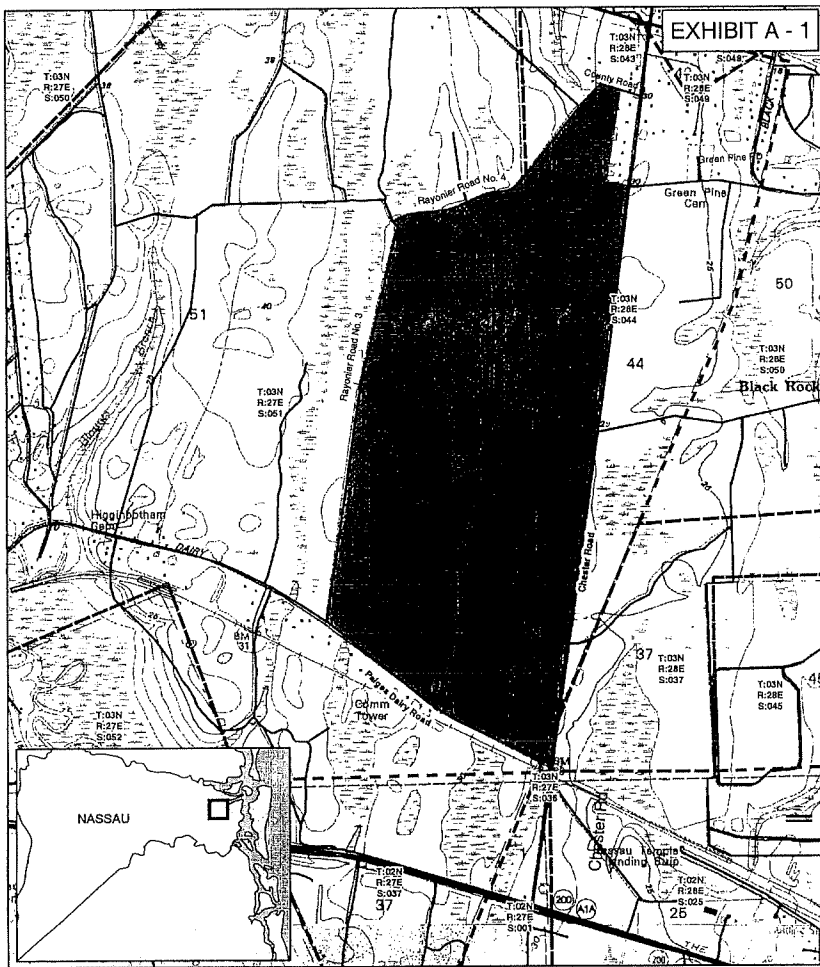
A tract of land located in the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, bounded as follows:

Begin at the intersection of the Northerly right-of-way of SR 200A/Pages Dairy Road and the Westerly right of way of Chester Road and continue in a Northerly direction along the Westerly right-of-way of Chester Road to the intersection of the Westerly right-of-way of Chester Road and the Southerly right-of-way of Lee Road (a county graded road); thence Northwesternly along the Southern right-of-way of Lee Road a distance of 737.90 feet to a point; thence South 38 degrees 23 minutes 50 seconds West to the intersection of said line and Rayonier Road No. 4 (as shown on attached map); thence along Rayonier Road No. 4 in a southwesterly direction to the intersection of Rayonier Road No. 4 with Rayonier Road No. 3 (as shown on attached map); thence in a southerly direction along Rayonier Road No. 3 to the Northerly right-of-way of SR 200A/Pages Dairy Road; thence Easterly along the Northerly right-of-way of SR 200A/Pages Dairy to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING:**

A portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida described as follows:

For a point of reference commence at a corner common to Sections 43, 44, 48 and 49, Township 3 North, Range 28 East and run South 75 degrees 34 minutes 24 seconds East along the division line of Sections 48 and 49 aforementioned, a distance of 152.70 feet to where said division line is intersected by the Westerly right-of-way of Lofton-Chester Road ( a 66.0 foot right-of-way); thence South 7 degrees 26 minutes 00 seconds West along said right-of-way a distance of 1137.60 feet to an iron pipe set where said Westerly right-of-way is intersected by the Southerly right-of-way<sup>7</sup> of a county maintained road (a 26.0 foot right of way by usage) for the Point of Beginning. From the Point of Beginning continue south 7 degrees 26 minutes 00 seconds West along said Westerly right of way a distance of 1530 feet to a concrete monument; run thence North 82 degrees 34 minutes 00 seconds West a distance of 400.0 feet to a concrete monument; run thence North 7 degrees 26 minutes 00 seconds East a distance of 1608.54 feet to a concrete monument set on the Southerly right-of-way line of the aforementioned County maintained road; thence South 71 degrees 27 minutes 30 seconds East along said Southerly right-of-way a distance of 407.64 feet to the Point of Beginning.



Nassau Forest  
Nassau County, Florida

0 1,320 2,640  
Feet

■ Sale Area  
▨ Reserved Timber  
— roads



Rayonier

August 27, 2004

"I:\BusDev\wbl\TRS\2vay\and\Nassau\maps\Nassau Recording Map ChesterRd.mxd" WRR 7/22/04

EXHIBIT A - 1



NASSAU COUNTY, FLORIDA

EXHIBIT A - 2  
NASSAU A1A TRACT - NORTH

LEGAL DESCRIPTION OF PART OF THE RAYONIER YULEE TRACT LYING NORTHERLY OF A-1-A / SR 200 AND BETWEEN I-95 AND U.S. 17, NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE E. WATERMAN GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST AND THE E. WATERMAN GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF A-1-A / SR 200 AT THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 408, PAGE 695 AND RUN NORTH 17°-42'-30" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 598.06 FEET TO THE NORTHEASTERLY CORNER THEREOF; RUN THENCE SOUTH 72°-14'-05" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, A DISTANCE OF 819.49 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 89°-00'-37" WEST, CONTINUING ALONG LAST MENTIONED NORTHERLY LINE, ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 1136, PAGE 260 AND ALONG THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824, A DISTANCE OF 839.41 FEET TO THE NORTHWESTERLY CORNER OF THE LAST MENTION LANDS; RUN THENCE NORTH 16°-36'-59" WEST, ALONG THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 956, PAGE 1636, A DISTANCE OF 855 FEET, MORE OR LESS, TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG LAST MENTIONED SOUTHERN MOST PORTION OF ROAD NO. 52, TO A POINT WHERE THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52 INTERSECTS THE WESTERN MOST PORTION RAYONIER ROAD NO. 50; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG THE WESTERN MOST PORTION OF SAID RAYONIER ROAD NO. 50, A DISTANCE OF 1,085 FEET, MORE OR LESS, TO THE CENTER OF A SOUTHWESTERLY TO NORTHEASTERLY DRAINWAY; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE MEANDERINGS OF LAST MENTIONED DRAINWAY TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 48, SAID POINT LIES WESTERLY 405 FEET, MORE OR LESS, FROM THE INTERSECTION OF THE EASTERN MOST PORTION RAYONIER ROAD NO. 71 AND SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48; RUN THENCE IN A SOUTHEASTERNLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48, A DISTANCE OF 405 FEET, MORE OR LESS, TO LAST MENTIONED INTERSECTION; RUN THENCE IN A NORTHERLY DIRECTION, ALONG THE EASTERN MOST PORTION OF SAID RAYONIER ROAD NO. 71, A DISTANCE OF 1,545 FEET, MORE OR LESS, TO A POINT WHERE THE EASTERN MOST PORTION OF RAYONIER ROAD 71 INTERSECTS THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 71-C; RUN THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 71-C TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG LAST MENTIONED

(Page 1 of 3)

RAYLAND YULEE TRACT 850 ACRES

SOUTHWESTERLY RIGHT- OF -WAY LINE, A DISTANCE OF 4,430 FEET, MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LANDS OF RAYONIER TIMBERLANDS OPERATING COMPANY; RUN THENCE THE FOLLOWING 2 COURSES ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS: COURSE NO. 1- SOUTH 72°-12'-53" WEST, A DISTANCE OF 1,558.64 FEET TO A RAYONIER CONCRETE MONUMENT; COURSE NO. 2- SOUTH 13°-22'-51" WEST, A DISTANCE OF 461.33 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 11° 16' 32" WEST 70.75 FEET TO AN IRON PIN; THENCE NORTH 72° 08' 00" EAST 315.27 FEET TO AN IRON PIN; THENCE SOUTH 17° 53' 21" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE NORTH 72° 08' 00" EAST 400.05 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18° 01' 14" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18° 01' 14" EAST TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 200/A1A; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A NORTHERLY DIRECTION ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 200 FEET , MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, TO THE NORTHWESTERLY CORNER THEREOF; RUN THENCE IN A SOUTHERLY DIRECTION, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS TO A RAYONIER CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID A-1-A / SR200; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

BEARING REFERENCE: THE BEARINGS CITED IN THE ABOVE PROPERTY DESCRIPTION ARE BASED ON THE DEED BEARING OF NORTH 72°-19'-01" EAST FOR THE CENTERLINE OF SURVEY FOR A-1-A / SR 200 AS MENTIONED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824.

(EXHIBIT A-2 (Cont'd))

**TOGETHER WITH:**

(NASSAU -A1A/SR200 SOUTH TRACT)

**ALL PROPERTY IN SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA**, titled in RAYONIER FOREST RESOURCES, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being **South** of A1A/SR200; **East** of Harper Chapel Road; **West** of Florida Power and Light Easement as more particularly described in OR Book 278, Page 507, et seq., said easement runs concurrently along the westerly side of Rayonier Woods Road 50 to a point intersecting with the centerline of Florida Power and Light Easement as recorded in OR Book 123, Page 284; and **South** of Florida Power and Light Easement described in OR Book 123, Page 284; in the public records of Nassau County, Florida.

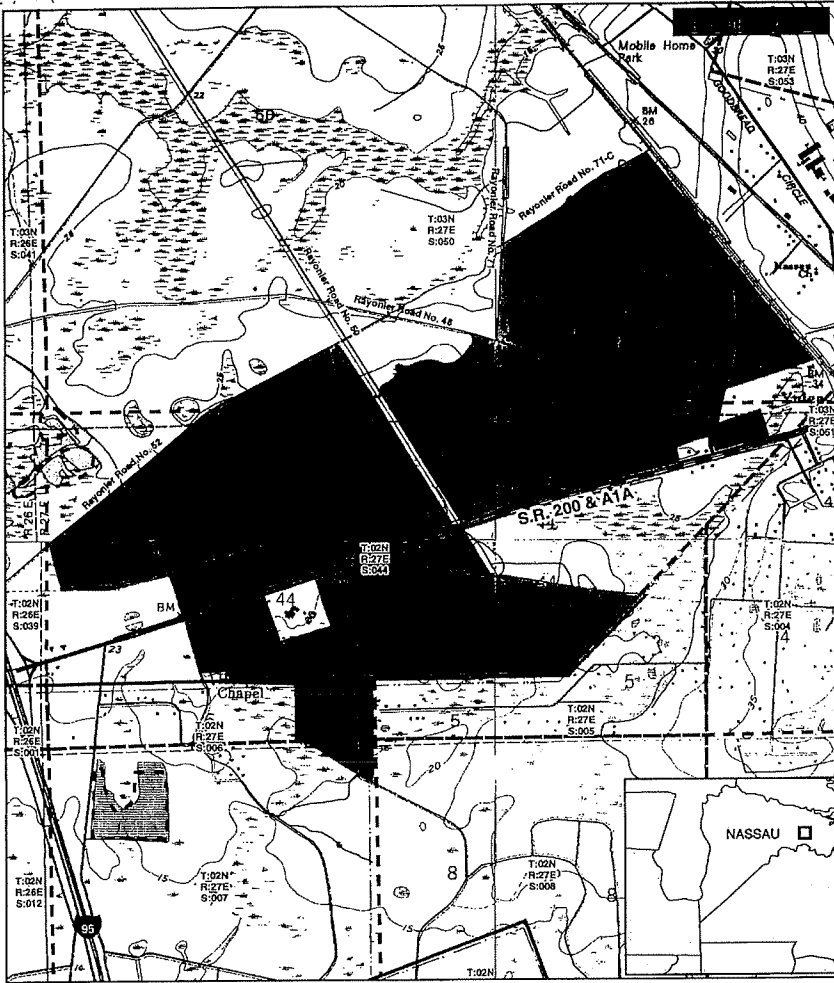
**TOGETHER WITH:**

**ALL PROPERTY IN SECTION 6 and 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA**, titled in RAYONIER FOREST RESOURCES, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being **East** of Harper Chapel Road; and **North** of property described in OR Book ~~894~~ 936, Page 894 -Page 896, et seq.; in the Public Records of Nassau County, Florida, now or formerly lands of the Nassau County Board of County Commissioners.

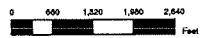
**LESS AND EXCEPT:**

WILLIAM BURGESS ROAD RIGHT OF WAY, A1A/SR200.ROAD RIGHT OF WAY,  
AND HARPER CHAPEL ROAD RIGHT OF WAY.

(Page 3 of 3)



Nassau Forest  
Nassau County, Florida



■ Sale Area



**Raynier**

21 October, 2004

"I:\BusDev\w\TBSZ\ray\and\Nassau\maps\Nassau Recording Map North&SouthA1A.mxd" WRR 7/28/04

EXHIBIT A - 2

INSTR # 200437479  
OR BK 01271 PGS 0897-0905  
RECORDED 11/04/2004 11:59:41 AM  
J. M. O'LEY JR  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S. 201.02) 90,482.00  
RECORDING FEES 78.00

Prepared by and Return to:  
Tracy K. Arthur, Esq.  
P.O. Box 728  
Fernandina Beach, Florida 32035

**\*RE-RECORDING OF DEED  
AT OR 1271, PGS 897-905**

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 25 day of October 2004, between RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, authorized for and doing business within the State of Florida, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantor), and RAYLAND, LLC, a Delaware limited liability company, whose mailing address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (hereinafter referred to as Grantee).

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida, and more particularly described as follows (the "Property"):

ALL THOSE CERTAIN TRACTS, PARCELS, or portions of property situate, lying and being in Nassau County, Florida, as more particularly described upon EXHIBIT A, attached hereto and by reference made a part hereof.

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2003; cemeteries, easements, encroachments, easements, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

\* This instrument is being re-recorded to correct a scrivener's error on Page "8" of that certain Special Warranty Deed dated October 25, 2004, and recorded at OR 01271, Pages 897-905. All Documentary Fees were paid at the time deed was first recorded. Dated: This 8<sup>th</sup> day of December 2005

**RESERVING UNTO GRANTOR**, its successors and assigns, the right and title to all timber and forest products as more particularly depicted upon **EXHIBIT A** as "Reserved Timber & Forest Products". The Grantor, or its agent or assigns, as owner of the timber and forest products on the parcel of land may harvest and remove, at its discretion, all timber and timber products on said land. All reserved timber and forest products shall be removed within **THREE (3) YEARS** from the date of this deed. The Grantor hereby reserves the timber and forest products together with the right to enter upon the land with men, machinery and equipment to harvest and remove said timber and forest products. Grantee grants to Grantor, its successors, assigns, agents and contractors the right to enter upon the land with men, machinery and equipment, together with the rights of ingress and egress thereto if necessary or convenient to Grantor, during the term of the Timber Reservation to harvest and remove such reserved timber and forest products. This reservation shall automatically terminate **THREE (3) years** from the date hereof.

**GRANTOR FURTHER RESERVES** unto itself, its successors and assigns all hunting rights and privileges upon the Lands herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor further reserves unto itself, its successors and assigns the rights to any communication towers or sign/ signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. The reservations in this paragraph shall automatically terminate **TEN (10) YEARS** from the date hereof. If any portion of the land subject to this deed is sold to a third party prior to expiration of this ten year term, Grantor shall quitclaim its rights under this paragraph as to such land to the third party.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR HEREBY** covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed upon the date above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.  
By its Managing General Partner: RAYONIER  
TIMBERLANDS MANAGEMENT, LLC

Kathleen Baker  
Print Name: Kathleen Baker  
Virginia B. Patton  
Print Name: Virginia B. Patton

By: W. L. Nutter (Sign) W.L.  
W. L. Nutter  
Its: President

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 22 day of October 2004, by W. L. Nutter and Tracy K. Arthur, the Vice President and Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.



Deleene B. Goode  
Deleene B. Goode (Print)

Notary Public, State of Florida  
My Commission No.:  
Commission Expires:

NASSAU CHESTER ROAD TRACT

EXHIBIT A-1

A tract of land located in the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, bounded as follows:

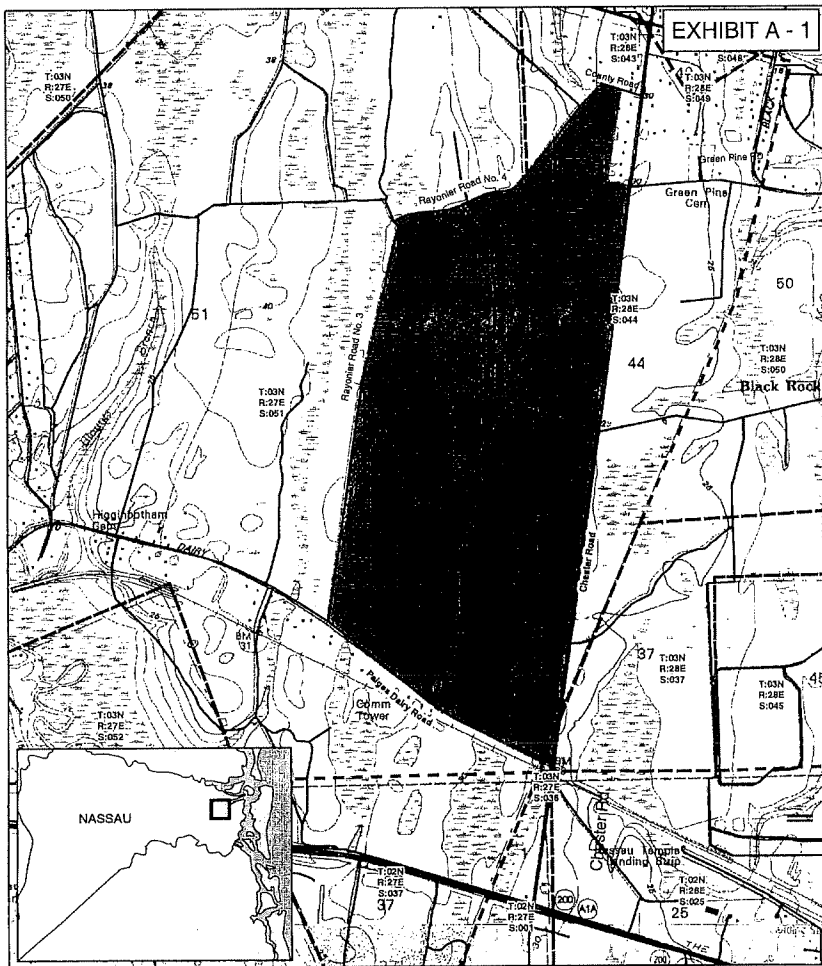
Begin at the intersection of the Northerly right-of-way of SR 200A/Pages Dairy Road and the Westerly right of way of Chester Road and continue in a Northerly direction along the Westerly right-of-way of Chester Road to the intersection of the Westerly right-of-way of Chester Road and the Southerly right-of-way of Lee Road (a county graded road); thence Northwesterly along the Southern right-of-way of Lee Road a distance of 737.90 feet to a point; thence South 38 degrees 23 minutes 50 seconds West to the intersection of said line and Rayonier Road No. 4 (as shown on attached map); thence along Rayonier Road No. 4 in a southwesterly direction to the intersection of Rayonier Road No. 4 with Rayonier Road No. 3 (as shown on attached map); thence in a southerly direction along Rayonier Road No. 3 to the Northerly right-of-way of SR 200A/Pages Dairy Road; thence Easterly along the Northerly right-of-way of SR 200A/Pages Dairy to the point of beginning.

**LESS AND EXCEPT THE FOLLOWING:**

A portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida described as follows:

For a point of reference commence at a corner common to Sections 43, 44, 48 and 49, Township 3 North, Range 28 East and run South 75 degrees 34 minutes 24 seconds East along the division line of Sections 48 and 49 aforementioned, a distance of 152.70 feet to where said division line is intersected by the Westerly right-of-way of Lofton-Chester Road ( a 66.0 foot right-of-way); thence South 7 degrees 26 minutes 00 seconds West along said right-of-way a distance of 1137.60 feet to an iron pipe set where said Westerly right-of-way is intersected by the Southerly right-of-way of a county maintained road (a 26.0 foot right of way by usage) for the Point of Beginning. From the Point of Beginning continue south 7 degrees 26 minutes 00 seconds West along said Westerly right of way a distance of 1530 feet to a concrete monument; run thence North 82 degrees 34 minutes 00 seconds West a distance of 400.0 feet to a concrete monument; run thence North 7 degrees 26 minutes 00 seconds East a distance of 1608.54 feet to a concrete monument set on the Southerly right-of-way line of the aforementioned County maintained road; thence South 71 degrees 27 minutes 30 seconds East along said Southerly right-of-way a distance of 407.64 feet to the Point of Beginning.





Nassau Forest  
Nassau County, Florida

0 1,320 2,640  
Feet

■ Sale Area  
▨ Reserved Timber  
— roads



August 27, 2004

**Rayonier**

"I:\BusDev\wb\TRS2\rayland\Nassau\maps\Nassau Recording Map ChesterPld.mxd" WRR 7/28/04

EXHIBIT A - 1

NASSAU COUNTY, FLORIDA

EXHIBIT A - 2  
NASSAU A1A TRACT - NORTH

LEGAL DESCRIPTION OF PART OF THE RAYONIER YULEE TRACT LYING NORTHERLY OF  
A-1-A / SR 200 AND BETWEEN I-95 AND U.S. 17, NASSAU COUNTY, FLORIDA.

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE E.  
WATERMAN GRANT, SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST AND THE E.  
WATERMAN GRANT, SECTION 50, TOWNSHIP 3 NORTH, RANGE 27 EAST, ALL IN NASSAU  
COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT A POINT ON THE NORTHERLY RIGHT-OF-  
WAY LINE OF A-1-A / SR 200 AT THE SOUTHEASTERLY CORNER OF LANDS DESCRIBED IN  
DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 408, PAGE 695  
AND RUN NORTH 17°-42'-30" WEST, ALONG THE EASTERLY LINE OF LAST MENTIONED  
LANDS, A DISTANCE OF 598.06 FEET TO THE NORTHEASTERLY CORNER THEREOF; RUN  
THENCE SOUTH 72°-14'-05" WEST, ALONG THE NORTHERLY LINE OF LAST MENTIONED  
LANDS, A DISTANCE OF 819.49 FEET TO AN ANGLE POINT; RUN THENCE SOUTH 89°-00'-37"  
WEST, CONTINUING ALONG LAST MENTIONED NORTHERLY LINE, ALONG THE  
NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS  
OF SAID COUNTY IN BOOK 1136, PAGE 260 AND ALONG THE NORTHERLY LINE OF LANDS  
DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK  
932, PAGE 1824, A DISTANCE OF 839.41 FEET TO THE NORTHWESTERLY CORNER OF THE  
LAST MENTION LANDS; RUN THENCE NORTH 16°-36'-59" WEST, ALONG THE EASTERLY  
LINE OF LANDS DESCRIBED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID  
COUNTY IN BOOK 956, PAGE 1636, A DISTANCE OF 855 FEET, MORE OR LESS, TO A POINT  
ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO. 52; RUN THENCE IN A  
NORTHEASTERLY DIRECTION ALONG LAST MENTIONED SOUTHERN MOST PORTION OF  
ROAD NO. 52, TO A POINT WHERE THE SOUTHERN MOST PORTION OF RAYONIER ROAD  
NO. 52 INTERSECTS THE WESTERN MOST PORTION RAYONIER ROAD NO. 50; RUN THENCE  
IN A SOUTHEASTERLY DIRECTION, ALONG THE WESTERN MOST PORTION OF SAID  
RAYONIER ROAD NO. 50, A DISTANCE OF 1,085 FEET, MORE OR LESS, TO THE CENTER OF  
A SOUTHWESTERLY TO NORTHEASTERLY DRAINWAY; RUN THENCE IN A  
NORTHEASTERLY DIRECTION, ALONG THE MEANDERINGS OF LAST MENTIONED  
DRAINWAY TO A POINT ALONG THE SOUTHERN MOST PORTION OF RAYONIER ROAD NO.  
48, SAID POINT LIES WESTERLY 405 FEET, MORE OR LESS, FROM THE INTERSECTION OF  
THE EASTERN MOST PORTION RAYONIER ROAD NO. 71 AND SOUTHERN MOST PORTION  
OF SAID RAYONIER ROAD NO. 48; RUN THENCE IN A SOUTHEASTERNLY DIRECTION,  
ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 48, A DISTANCE  
OF 405 FEET, MORE OR LESS, TO LAST MENTIONED INTERSECTION; RUN THENCE IN A  
NORTHERLY DIRECTION, ALONG THE EASTERN MOST PORTION OF SAID RAYONIER  
ROAD NO. 71, A DISTANCE OF 1,545 FEET, MORE OR LESS, TO A POINT WHERE THE  
EASTERN MOST PORTION OF RAYONIER ROAD 71 INTERSECTS THE SOUTHERN MOST  
PORTION OF RAYONIER ROAD NO. 71-C; RUN THENCE IN A NORTHEASTERLY DIRECTION,  
ALONG THE SOUTHERN MOST PORTION OF SAID RAYONIER ROAD NO. 71-C TO A POINT  
ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE  
RAILROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION, ALONG LAST MENTIONED

(Page 1 of 3)

RAYLAND YULEE TRACT 850 ACRES

SOUTHWESTERLY RIGHT- OF -WAY LINE, A DISTANCE OF 4,430 FEET, MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF LANDS OF RAYONIER TIMBERLANDS OPERATING COMPANY; RUN THENCE THE FOLLOWING 2 COURSES ALONG THE SOUTHERLY LINE OF LAST MENTIONED LANDS: COURSE NO. 1- SOUTH 72°-12'-53" WEST, A DISTANCE OF 1,558.64 FEET TO A RAYONIER CONCRETE MONUMENT; COURSE NO. 2- SOUTH 13°-22'-51" WEST, A DISTANCE OF 461.33 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 11° 16' 32" WEST 70.75 FEET TO AN IRON PIN; THENCE NORTH 72° 08' 00" EAST 315.27 FEET TO AN IRON PIN; THENCE SOUTH 17° 53' 21" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE NORTH 72° 08' 00" EAST 400.05 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18° 01' 14" EAST 60 FEET TO A RAYONIER CONCRETE MONUMENT; THENCE SOUTH 18° 01' 14" EAST TO THE NORTHERLY RIGHT OF WAY OF STATE ROAD 200/A1A; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE, TO A RAYONIER CONCRETE MONUMENT AT THE SOUTHEASTERLY CORNER OF NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A NORTHERLY DIRECTION ALONG LAST MENTIONED EASTERLY LINE, A DISTANCE OF 200 FEET , MORE OR LESS, TO A RAYONIER CONCRETE MONUMENT AT THE NORTHEASTERLY CORNER OF SAID NUMEROUS PRIVATELY OWNED PARCELS OF LAND; RUN THENCE IN A WESTERLY DIRECTION, ALONG THE NORTHERLY LINE OF LAST MENTIONED LANDS, TO THE NORTHWESTERLY CORNER THEREOF; RUN THENCE IN A SOUTHERLY DIRECTION, ALONG THE WESTERLY LINE OF LAST MENTIONED LANDS TO A RAYONIER CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SAID A-1-A / SR200; RUN THENCE IN A WESTERLY DIRECTION, ALONG LAST MENTIONED NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

BEARING REFERENCE: THE BEARINGS CITED IN THE ABOVE PROPERTY DESCRIPTION ARE BASED ON THE DEED BEARING OF NORTH 72°-19'-01" EAST FOR THE CENTERLINE OF SURVEY FOR A-1-A / SR 200 AS MENTIONED IN DEED RECORDED IN THE OFFICIAL RECORDS OF SAID COUNTY IN BOOK 932, PAGE 1824.

**TOGETHER WITH:**

(NASSAU -A1A/SR200 SOUTH TRACT)

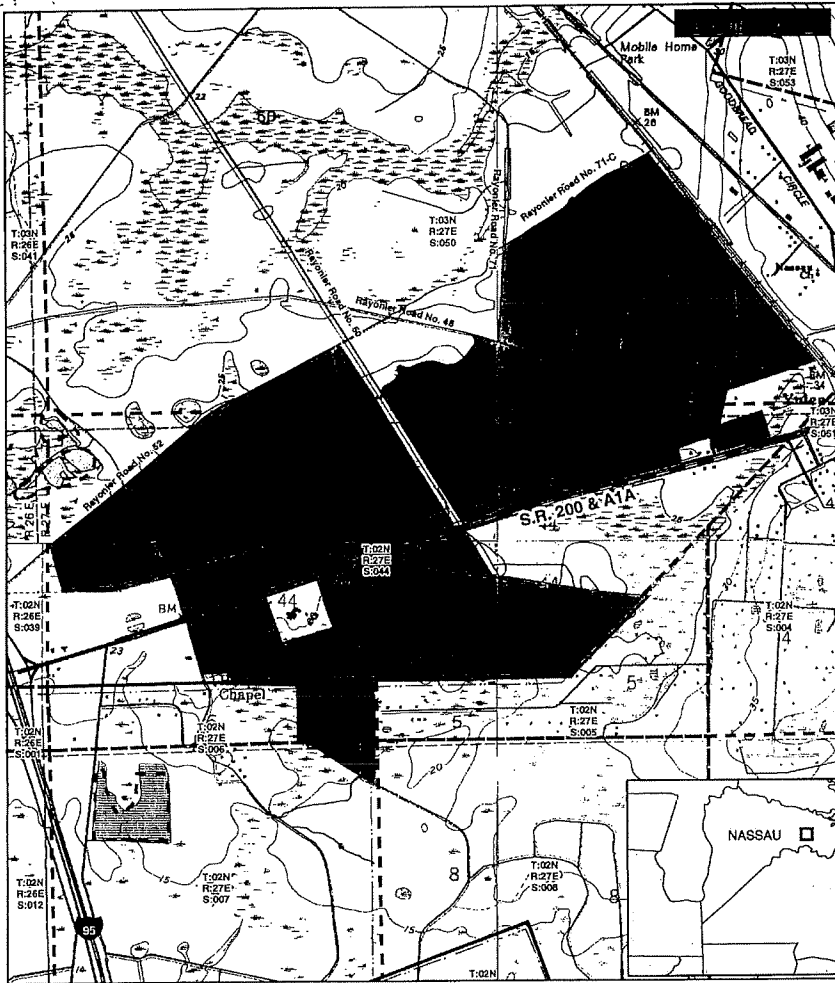
ALL PROPERTY IN SECTION 44, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, titled in RAYONIER FOREST RESOURCES, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being South of A1A/SR200; East of Harper Chapel Road; West of Florida Power and Light Easement as more particularly described in OR Book 278, Page 507, et seq., said easement runs concurrently along the westerly side of Rayonier Woods Road 50 to a point intersecting with the centerline of Florida Power and Light Easement as recorded in OR Book 123, Page 284; and South of Florida Power and Light Easement described in OR Book 123, Page 284; in the public records of Nassau County, Florida.

**TOGETHER WITH:**

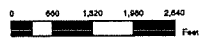
ALL PROPERTY IN SECTION 6 and 7, TOWNSHIP 2 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, titled in RAYONIER FOREST RESOURCES, L.P. (f/k/a Rayonier Timberlands Operating Company, LP), lying and being East of Harper Chapel Road; and North of property described in OR Book ~~894~~ 936, Page 894-Page 896, et seq.; in the Public Records of Nassau County, Florida, now or formerly lands of the Nassau County Board of County Commissioners.

**LESS AND EXCEPT:**

WILLIAM BURGESS ROAD RIGHT OF WAY, A1A/SR200.ROAD RIGHT OF WAY, AND HARPER CHAPEL ROAD RIGHT OF WAY.



Nassau Forest  
Nassau County, Florida



■ Sale Area



**Raynier**

21 October, 2004

"I:\BusDev\wb\TRISZ\raynier\Nassau\maps\Nassau Recording Map North&SouthA1A.mxd" WRR 7/29/04

EXHIBIT A - 2

INSTR # 200609590  
OR BK 01396 PGS 1076-1078  
RECORDED 03/16/2006 11:00:30 AM  
JOHN A. CRAWFORD  
CLERK OF CIRCUIT COURT  
NASSAU COUNTY, FLORIDA  
DOC TAX PD (F.S.201.02) 2,114.00  
RECORDING FEES 27.00

TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. Box 723  
FERNANDINA BEACH, FL 32034

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Florida Property)

WITNESSETH:

**THAT THE GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described upon EXHIBIT "A", attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# R48-3N-27-0000-0002-0010

**THIS CONVEYANCE IS SUBJECT TO:** Ad Valorem property taxes accruing subsequent to December 31, 2005; and all matters of record or apparent from a survey or inspection of the Property.



## **EXHIBIT A**

THE NORTHERLY 144.07 FEET OF THE SOUTHERLY 432.21 FEET OF LOT 2, VILLAGE OF CRANDALL, SECTION 32, TOWNSHIP 4 NORTH, RANGE 27 EAST, NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 39, PAGE 364, PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA.



**WARRANTY DEED**

**OR BOOK    1464            PAGE 1005**

- 32-4N-27-0000-0001-0030
- 48-3N-27-0000-0001-0000
- 48-3N-27-0000-0001-0010
- 41-3N-26-0000-0001-0010
- 32-4N-27-0000-0001-0020

PREPARED BY AND RETURN TO:

TRACY K. ARTHUR, ESQ.

RAYONIER INC.

P.O. Box 723

FERNANDINA BEACH, FL 32034

NOTE TO RECORDING OFFICER:

THIS CONVEYANCE INVOLVES ONLY  
NOMINAL CONSIDERATION AND ONLY  
THE MINIMUM DOCUMENTARY STAMP  
TAX IS PAYABLE WITH RESPECT  
HERETO F.A.C. 12B-4.014(2)(b).

SPECIAL WARRANTY DEED

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 8<sup>th</sup> day of December 2006, from  
RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership (f/k/a Rayonier  
Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a  
Rayonier Forest Resources, L.P.), whose address is 50 North Laura Street, Jacksonville, Florida  
32202 (the "Grantor"), to RAYONIER TIMBERLAND ACQUISITIONS THREE, LLC, a  
Delaware limited liability company, whose address is 50 North Laura Street, Jacksonville,  
Florida 32202 (the "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars  
and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby  
grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that  
land and improvements thereon located in Nassau County, Florida as more particularly described  
at EXHIBIT "A", attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# (SEE EXHIBIT "A-1" FOR LIST OF TAX PARCEL ID#)

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2006; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**GRANTOR RESERVES** unto itself and its successors and assigns non-exclusive and perpetual Sixty (60') Foot Wide Easements depicted upon **EXHIBIT "B"** attached hereto and by reference made a part hereof, as **"Easement-1, Rayonier Road 16;" "Easement-2, Rayonier Road No.14 & 29"; and "Easement-3, Rayonier Road No. 15";** and running within existing meandering woods roads upon the Property providing ingress, egress, and regress over, upon and across the Property, for Grantor's purposes of operating and/or managing its adjoining timberlands (including but not limited to harvesting operations). Neither Grantor nor Grantee shall be required to improve the easement to any higher standard than what is generally considered to be a woods road. Grantee may relocate any Easement provided (i) that Grantee provides Grantor for its review and agreement thereof, with a drawing depicting the proposed relocation of the applicable access Easement, and (ii) that such relocation allows for reasonable access and does not result in any additional cost or expense to Grantor. Upon the platting by Grantee of a public road and right-of-way across the lands described on Exhibit "A" attached hereto, thereupon or generally consistent with any particular Easement, said Easement shall automatically terminate.

**GRANTOR FURTHER RESERVES** unto itself, its successors and assigns all hunting rights and privileges, and other miscellaneous forest product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Furthermore Grantor reserves unto itself, its successors and assigns the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until Grantee transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time Grantor will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.  
By its Managing General Partner: RAYONIER  
TIMBERLANDS MANAGEMENT, LLC

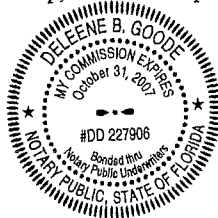
Bobby J. Friendly  
Bobby J. Friendly (Print)  
Kathia Pinto  
Kathia Pinto (Print)

By: T.H. Brannon  
Timothy H. Brannon  
Its: Vice President

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of December 2006, by Timothy H. Brannon, Vice President and Tracy K. Arthur, Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.



Deleene B. Goode  
Notary Public, State of Florida  
Deleene B. Goode  
My Commission Expires:  
Commission No.:

## **EXHIBIT "A"**

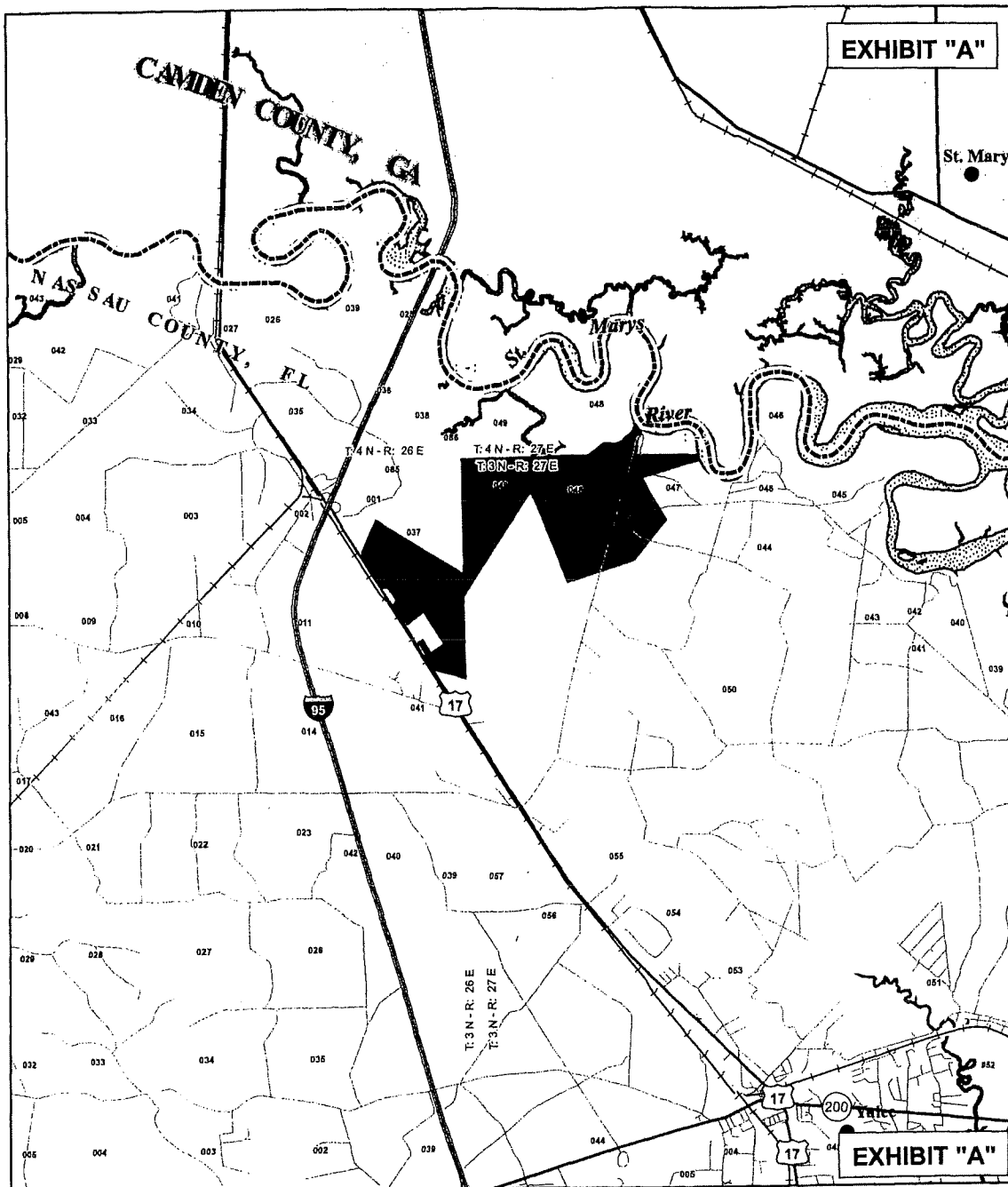
(Rayonier Timberland Acquisitions Three, LLC)

A parcel of land lying conjointly in Section 1, the E. Waterman Grant (Section 41), and part of the Charles Seton Grant (Section 37), Township 3 North, Range 26 East; also being located in the Spicer S. Christopher Grant (Section 48), the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, and also being located in Section 32, Township 4 North, Range 27 East; all being in Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24 feet to a point on the Easterly Right of Way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right of Way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right of Way line, N 24°42'34" E, a distance of 1762.41 feet; thence S 65°12'45" E, a distance of 5087.75 feet, to a point being located on the East line of said Charles Seton Grant (Section 37); said point also being located on the Range line common to Ranges 26 and 27, Nassau County, Florida; thence S 00°28'46" E, on last said line, a distance of 1215.65 feet to a point being located at the Southeast corner of said Charles Seton Grant (Section 37), Township 3 North, Range 26 East; said point also being located at the Northwesterly corner of said E. Waterman Grant (Section 50), and being the Point of Beginning, of the herein described parcel of land; thence N 33°10'10" E, departing said Range line and on the North line of said E. Waterman Grant (Section 50) and on the Southeasterly line of the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, a distance of 5539.97 feet, to a point being located at a corner common to said Charles Seton Grant (Section 49) and said Spicer S. Christopher Grant (Section 48); thence departing said Southerly line and continuing on said Northerly line of the E. Waterman Grant (Section 50), and the Southerly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence S 23°09'09" E, a distance of 4701.54 feet; thence N 72°21'49" E, a distance of 3529.10 feet; thence North 38°37'31" E, a distance of 2433.61 feet, to a point being a corner common to said E. Waterman Grant (Section 50), the J. Smith Grant (Section 44), and the Spicer S. Christopher Grant and the J. Smith Grant (Section 47); said parcels lying conjointly and being located in Township 3 North, Range 27 East, Nassau County, Florida; thence departing the Northerly line of said E. Waterman Grant (Section 50), and on the Westerly line of said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and on the Easterly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence N 39°27'32" W, a distance of 2716.82 feet; thence N 69°54'27" E, a distance of 2901.48 feet, to a point being located at a corner common to said Spicer S. Christopher Grant and J. Smith Grant (Section 47), said Spicer S. Christopher Grant (Section 48); thence S 89°57'03" W, departing last said line and on the North line of said Spicer S. Christopher Grant (Section 48), a distance of 1863.65 feet, to a point being located on the East line of those lands as described in Official Records 685, Page 819, of the Public Records of Nassau County, Florida; thence S 09°57'18" W, departing said North line, a distance of 164.92 feet, to a point being located at the Southeast corner of said lands; thence N 80°02'45" W, departing said East line and on the South line of those lands as described in Official Records 938, Page 459, a distance of 671.50 feet, to a point being located at the Southwest corner of said lands; said point also; thence N 09°57'17" E, departing said South line and on the Westerly line of those lands as described in Official Records 272, Page 604, Official Records 1396, Page 1076, and Official Records 1332, Page 876, of said Public Records, and on the West line of those lands as described in Official Records 538, Page 1218, a distance of 1409 feet, more or less, to a point being located on the Southerly shores of the St. Mary's River; thence Northwesterly, departing last described line and on the meanders of the Southerly shores of said St. Mary's River, and on the Northerly boundaries of said Section 32, a distance of 481 feet, more or less; thence Southwesterly, departing the Southerly shores of the St. Mary's River and on the Northerly line of said Section 32, a distance of


3652 feet, more or less, to a point being located on the Township line common to Townships 3 North and 4 North, Nassau County, Florida; thence S 89°18'05" West, departing said Northerly line and on said Township line, a distance of 5247 feet, more or less, to a point being located at the Southwest corner of Township 4 North, Range 27 East, Nassau County, Florida; thence S 00°28'46" E, departing said Township line and on the Range line common to Ranges 26 East and 27 East, Nassau County, Florida, and on the East line of said Charles Seton Grant (Section 37), a distance of 5154.51 feet; thence N 65°12'45" W, departing last described line, a distance of 5087.75 feet; thence S 24°42'34" W, a distance of 1762.41 feet, to a point being located on the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width Right-of-Way, as now established); thence on said Northeasterly Right-of-Way line, through the following courses and distances; thence S 32°53'25" E, a distance of 2196.78 feet; thence N 89°27'19" E, a distance of 177.51 feet; thence S 32°53'32" E, a distance of 695.00 feet; thence S 33°02'21" W, a distance of 164.28 feet; thence S 32°53'25" E, a distance of 1028.24 feet, to a point being located at the Northwest corner of those lands as described in Official Records 1415, Page 574; thence N 57°06'16" E, departing said Northeasterly Right-of-Way line and on the Northerly line of said lands, a distance of 999.07 feet, to a point being located at the Northeasterly corner of said lands; thence S 33°27'18" E, departing said Northerly line and on the Easterly line of said lands, and on the Easterly line of those lands as described in Official Records 44, Page 218 and Official Records 44, Page 221, a distance of 1894.61 feet, to a point being located at the Southeasterly corner of said lands; thence S 58°51'54" W, departing said Easterly line and on the Southerly line of said lands, a distance of 650.71 feet, to a point being located at the Southwesterly corner of said lands; thence N 33°49'11" W, departing said Southerly line and on the Westerly line of said lands, a distance of 797.29 feet; thence S 57°06'10" W, departing said Westerly line, a distance of 356.54 feet, to a point being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence S 33°03'04" E, on said Northeasterly Right-of-Way line, a distance of 1959 feet, more or less, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of McQueen Creek; thence Easterly, departing said Northeasterly Right-of-Way line and on the meanders of the centerline of said McQueen Creek, a distance of 1675 feet, more or less, to a point being located at the intersection of said centerline and the Range line common to Ranges 26 East and 27 East, Nassau County, Florida; thence N 00°28'46" W, departing said centerline of McQueen Creek and on said Range line, a distance of 4852 feet, more or less, to the Point of Beginning.

**LESS:** Maintained Right of Way for Crandall Road a 40 foot wide County maintained Right of Way.



RAYONIER TIMBERLAND ACQUISITIONS THREE, LLC  
 NASSAU FOREST - NASSAU COUNTY, FL



 Subject Property

0 5,000 10,000 Feet

Exhibit A

6 December 2006

**Rayonier**

**EXHIBIT "A-1"**  
**(Tax Parcel ID#'s)**

**NASSAU COUNTY  
INTERNAL TRANSFER  
December 2006**

**EAST NASSAU  
TRACT**

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**TAX PARCEL #**

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32-4N-27-0000-0001-0000

48-3N-27-0000-0001-0010

48-3N-27-0000-0001-0000

06-3N-27-0000-0001-0000

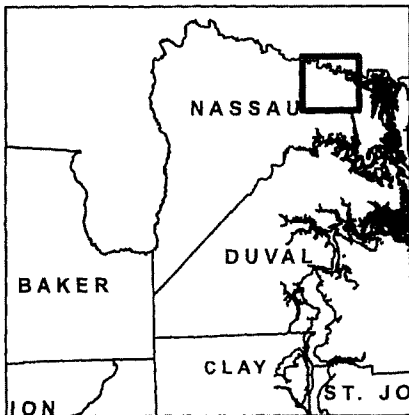
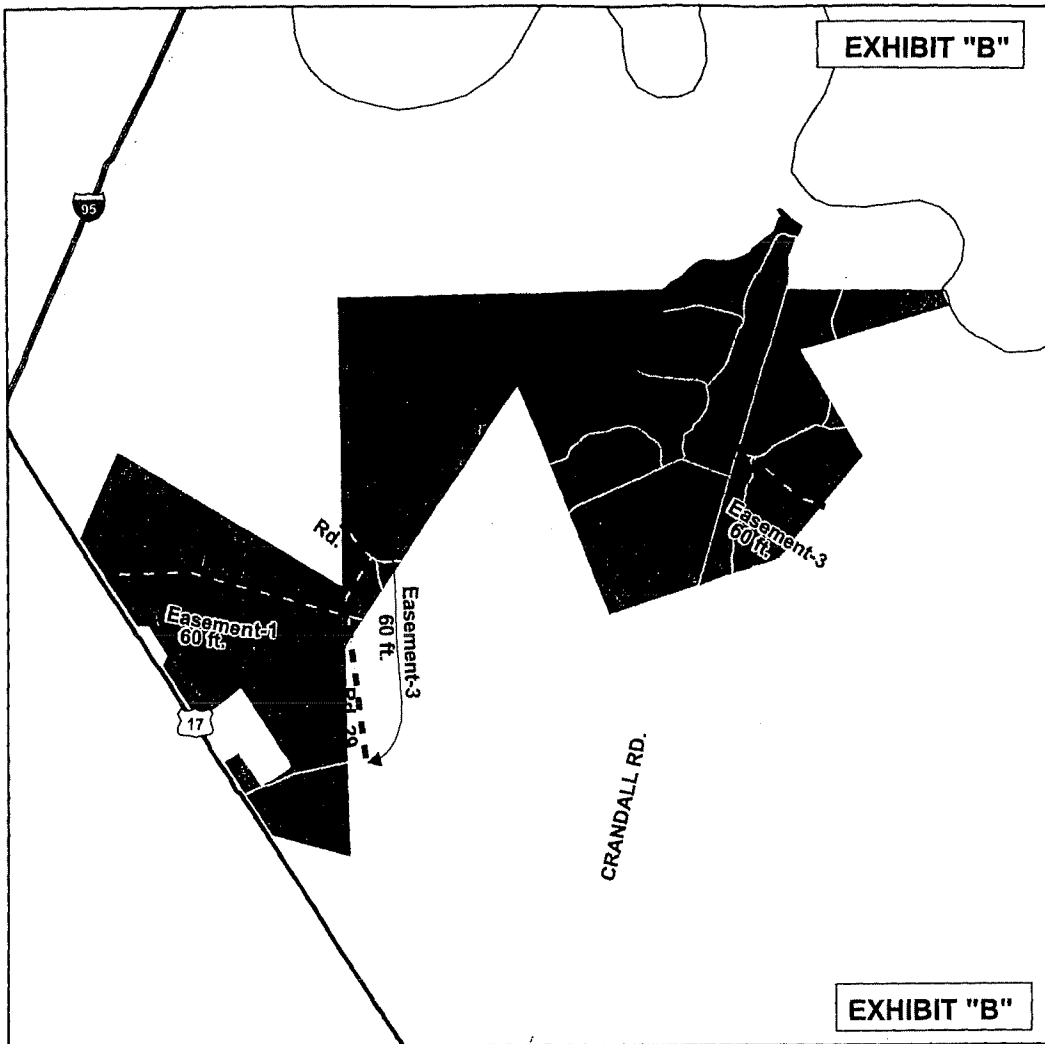
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41-3N-26-0000-0001-0000





RAYONIER  
TIMBERLAND ACQUISITIONS  
THREE, LLC  
60 FT. EASEMENT  
Nassau County, Florida

----- Easement 1, 2, 3

■ Subject Property



1,200  
Feet

12/2005 **Rayonier**

5  
DOC-1260.00  
CERT-1

PREPARED BY AND RETURN TO  
TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**WARRANTY DEED**  
(Florida Property)

**THIS WARRANTY DEED** is made this 20 day of March 2007, from **JAMES NICKS**, whose address is 5341 Highway 25 South, Ninety-Six, South Carolina 29666 (the "Grantor"), to **TERRAPOINTE LLC**, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (the "Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**THAT THE GRANTOR**, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described on **EXHIBIT A**, attached hereto and by reference made a part hereof (the "Property").

**TAX PARCEL ID# P/O 48-3N-27-0000-0002-0000**

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2006, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Roger Laughlin  
Roger Laughlin (Print)

Joyce Laughlin  
Joyce Laughlin (Print)

James Nicks  
JAMES NICKS

STATE OF SOUTH CAROLINA  
COUNTY OF Greenwood

THE FOREGOING INSTRUMENT was acknowledged before me this 20 day of March 2007, by JAMES NICKS, who is personally known to me or produced the following form of identification: SC Drivers License.

Joyce P Laughlin  
Notary Public, State of South Carolina  
Print Notary Name: Joyce P Laughlin  
My Commission Expires: 11/13/20  
Commission No.:

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A PORTION OF LOT 2, "VILLAGE OF CRANDALL", SECTION 48, TOWNSHIP 3 NORTH, RANGE 27 EAST, AND SECTION 32, TOWNSHIP 4 NORTH, RANGE 27 EAST, OF NASSAU COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 39, PAGE 364 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF LOT 2, "VILLAGE OF CRANDALL" AFOREMENTIONED, BEING ALSO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGES 876 AND 877 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 09°44'20" WEST ALONG THE WESTIERLY LINE OF LAST SAID LANDS, BEING ALSO THE WESTERLY LINE OF LOT 2, "VILLAGE OF CRANDALL" AFORESAID, A DISTANCE OF 295.79 FEET TO THE SOUTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGES 876 AND 877 AFORESAID FOR THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED CONTINUE SOUTH 09°44'20" WEST ALONG THE WESTERLY LINE OF LOT 2, "VILLAGE OF CRANDALL", A DISTANCE OF 74.79 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 540, PAGES 857 AND 858 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA; THENCE SOUTH 80°00'00" EAST ALONG THE NORTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.77 FEET (302.50 FEET PLAT) TO THE NORTHEAST CORNER OF LAST SAID LANDS, BEING ALSO THE EASTERLY LINE OF LOT 2, "VILLAGE OF CRANDALL"; THENCE NORTH 09°44'20" EAST ALONG SAID EASTERLY LINE, A DISTANCE OF 74.79 FEET TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1332, PAGES 876 AND 877 AFOREMENTIONED; THENCE NORTH 80°00'00" WEST ALONG THE SOUTHERLY LINE OF LAST SAID LANDS, A DISTANCE OF 301.77 FEET (302.50 FEET PLAT) TO THE POINT OF BEGINNING.

CONTAINING 0.5181 ACRE MORE OR LESS.

WARRANTY DEED

OR BOOK 1464 PAGE 1014

- 32-4N-27-0000-0001-0000
- 32-4N-27-0000-0001-0040
- 33-4N-27-0000-0001-0000
- 44-3N-27-0000-0001-0000
- 45-3N-27-0000-0001-0000
- 46-3N-27-0000-0001-0000
- 47-3N-27-0000-0001-0000
- 50-3N-27-0000-0001-0260

PREPARED BY AND RETURN TO:

TRACY K. ARTHUR, ESQ.

RAYONIER INC.

P.O. BOX 723

FERNANDINA BEACH, FL 32034

NOTE TO RECORDING OFFICER:

THIS CONVEYANCE INVOLVES ONLY  
NOMINAL CONSIDERATION AND ONLY  
THE MINIMUM DOCUMENTARY STAMP  
TAX IS PAYABLE WITH RESPECT  
HERETO F.A.C. 12B-4.014(2)(b).

SPECIAL WARRANTY DEED

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 8<sup>th</sup> day of December 2006, from  
RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership (f/k/a Rayonier  
Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a  
Rayonier Forest Resources, L.P.), whose address is 50 North Laura Street, Jacksonville, Florida  
32202 (the "Grantor"), to RAYONIER TIMBERLAND ACQUISITIONS TWO, LLC, a  
Delaware limited liability company, whose address is 50 North Laura Street, Jacksonville,  
Florida 32202 (the "Grantee").

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars  
and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby  
grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that  
land and improvements thereon located in Nassau County, Florida as more particularly described  
at EXHIBIT "A", attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# (SEE EXHIBIT "A-1" FOR LIST OF TAX PARCEL ID#)

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2006; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

GRANTOR RESERVES unto itself and its successors and assigns non-exclusive and perpetual Sixty (60') Foot Wide Easements depicted upon EXHIBIT "B" attached hereto and by reference made a part hereof, as "Easement-1, Rayonier Road No. 29"; "Easement-2, Rayonier Road No. 18"; "Easement-3, Rayonier Road No. 23"; "Easement-4, Rayonier Road No. 10"; "Easement-5, Rayonier Road No. 17 & 19"; "Easement-6, Rayonier Road No. 19"; and "Easement-7, Rayonier Road No. 15"; and running within existing meandering woods roads upon the Property providing ingress, egress, and regress over, upon and across the Property, for Grantor's purposes of operating and/or managing its adjoining timberlands (including but not limited to harvesting operations). Neither Grantor nor Grantee shall be required to improve the easement to any higher standard than what is generally considered to be a woods road. Grantee may relocate any Easement provided (i) that Grantee provides Grantor for its review and agreement thereof, with a drawing depicting the proposed relocation of the applicable access Easement, and (ii) that such relocation allows for reasonable access and does not result in any additional cost or expense to Grantor. Upon the platting by Grantee of a public road and right-of-way across the lands described on Exhibit "A" attached hereto, thereupon or generally consistent with any particular Easement, said Easement shall automatically terminate.

RESERVING UNTO GRANTOR, its successors and assigns, the right and title to all timber and forest products as more particularly depicted upon EXHIBIT "C" as "Reserved Timber & Forest Products". The Grantor, or its agent or assigns, as owner of the timber and forest products on the parcel of land may harvest and remove, at its discretion, all timber and timber products on said land. All reserved timber and forest products shall be removed prior to or by no later than December 31, 2006. This reservation of timber and forest products shall not, under any circumstances, be extended beyond December 31, 2006. The Grantor hereby reserves the timber and forest products together with the right to enter upon the land with men, machinery and equipment to harvest and remove said timber and forest products. Grantee grants to Grantor, its successors, assigns, agents and contractors the right to enter upon the land with men, machinery and equipment, together with the rights of ingress and egress thereto if necessary or convenient to Grantor, during the term of the Timber Reservation to harvest and remove such reserved timber and forest products. This reservation shall automatically terminate upon December 31, 2006, at which time all rights, title, and interest to said reserved timber shall automatically transfer to Grantee.

GRANTOR FURTHER RESERVES unto itself, its successors and assigns all hunting rights and privileges, and other miscellaneous forest product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Furthermore Grantor reserves unto itself, its successors and assigns the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until Grantee transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time Grantor will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under the Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.



IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

RAYONIER FOREST RESOURCES, L.P.  
By its Managing General Partner: RAYONIER  
TIMBERLANDS MANAGEMENT, LLC

Robyn J. Friendly  
Robyn J. FRIENDLY (Print)  
Kathia Pinto  
Kathia Pinto (Print)

By: THB Brannon  
Timothy H. Brannon  
Its: Vice President  
Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of December 2006, by Timothy H. Brannon, Vice President and Tracy K. Arthur, Assistant Secretary, respectively, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.



Deleene B. Goode  
Notary Public, State of Florida  
Deleene B. Goode  
My Commission Expires:  
Commission No.:

## **EXHIBIT "A"**

(Rayonier Timberland Acquisition Two, LLC)

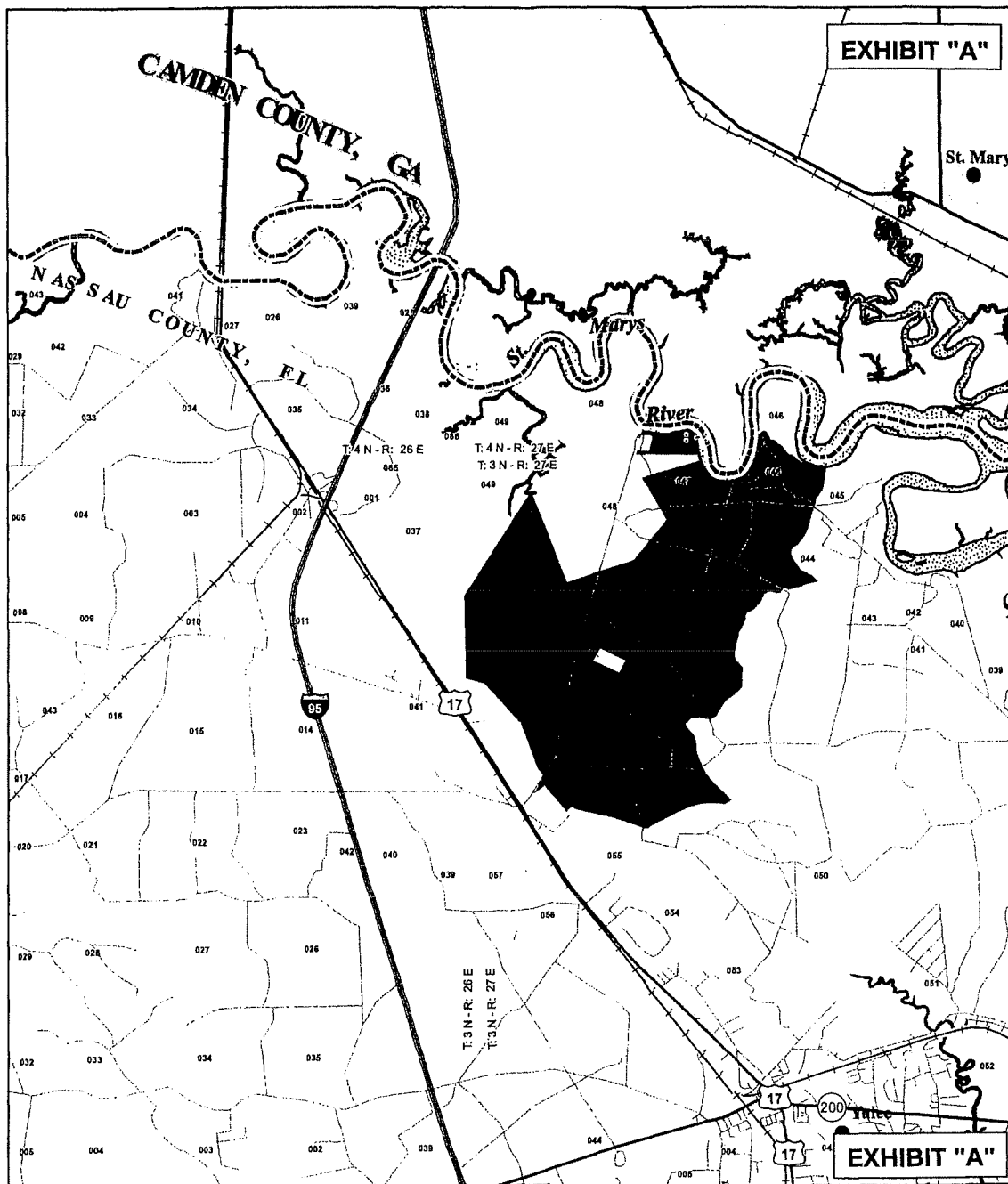
A parcel of land lying conjointly in the J. Smith Grant (Section 44), the Eugeuia Brant Grant (Section 45), the S. Cashen Grant (Section 46), the Spicer S. Christopher & J. Smith Grant (Section 47), the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, and being located in Sections 32 and 33, Township 4 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24 feet to a point on the Easterly Right of Way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right of Way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right of Way line, N 24°42'34" E, a distance of 1762.41 feet; thence S 65°12'45" E, a distance of 5087.75 feet, to a point being located on the East line of said Charles Seton Grant (Section 37); said point also being located on the Range line common to Ranges 26 and 27, Nassau County, Florida; thence S 00°28'46" E, along last said line, a distance of 1215.65 feet to a point being located at the Southeast corner of said Charles Seton Grant (Section 37), Township 3 North, Range 26 East; said point also being located at the Northwesterly corner of said E. Waterman Grant (Section 50), and being the Point of Beginning, of the herein described parcel of land; thence N 33°10'10" E, departing said Range line and on the North line of said E. Waterman Grant (Section 50) and on the Southeasterly line of the Charles Seton Grant (Section 49), Township 3 North, Range 27 East, a distance of 5539.97 feet, to a point being located at a corner common to said Charles Seton Grant (Section 49) and said Spicer S. Christopher Grant (Section 48); thence departing said Southerly line and continuing on said Northerly line of the E. Waterman Grant (Section 50), and the Southerly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence S 23°09'09" E, a distance of 4701.54 feet; thence N 72°21'49" E, a distance of 3529.10 feet; thence North 38°37'31" E, a distance of 2433.61 feet, to a point being a corner common to said E. Waterman Grant (Section 50), the J. Smith Grant (Section 44), and the Spicer S. Christopher Grant and the J. Smith Grant (Section 47); said parcels lying conjointly and being located in Township 3 North, Range 27 East, Nassau County, Florida; thence departing the Northerly line of said E. Waterman Grant (Section 50), and on the Westerly line of said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and on the Easterly line of said Spicer S. Christopher Grant (Section 48), through the following courses and distances; thence N 39°27'32" W, a distance of 2716.82 feet; thence N 69° 54'27" E, a distance of 2901.48 feet, to a point being located at a corner common to said Spicer S. Christopher Grant and J. Smith Grant (Section 47), and said Spicer S. Christopher Grant (Section 48); thence S 89°57'03" W, departing last said line and on the North line of said Spicer S. Christopher Grant (Section 48), a distance of 1863.65 feet, to a point being located on the East line of those lands as described in Official Records 685, Page 819, of the Public Records of Nassau County, Florida; thence N 09°57'18" E, departing last said line and along said East line, a distance of 637.08 feet, to a point being located at the Northeast corner of said lands; thence N 80°02'42" W, departing said East line and on the North line of said lands, and on the North line of those lands as described in Official Records 1332, Page 876, of said Public Records, a distance of 671.50 feet, to a point being located at the Northwest corner of said lands recorded in Official Records 1332, Page 876; thence N 09°57'17" E, departing said North line a distance of 607 feet, more or less to a point being located on the Southerly shores of the St. Mary's River; thence along the meanders of the Southerly shores of the St. Mary's River, through the following courses; Easterly, Southerly and Northeasterly, a distance of 8987 feet, more or less to a point on the Northerly line of Section 33, Township 4 North, Range 27 East; thence on the Northerly line of said Section 33, Township 4 North, Range 27 East and the Northerly line of the S. Cashen Grant (Section 46), the Eugeuia Brant Grant (Section 45), Township 3 North, Range 27 East, Southeasterly, a distance of 5307 feet more or less to a point on the Westerly line of a parcel of land as described in Official Records

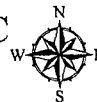
Book 1253, Page 12 of the Public Records of Nassau County, Florida; thence departing said Northerly lines and on said Westerly line through the following courses: S 08°58'59" W, a distance of 1000 feet more or less; thence S 23°44'07" W, a distance of 1042.13 feet; thence S 20°39'46" W, a distance of 1606.27 feet; thence S 45°11'41" W, a distance of 891.88 feet; thence S 25°11'11" E, a distance of 1035.73 feet; thence S 63°44'24" E, a distance of 630.35 feet to a point on the Southeasterly line of the J. Smith Grant (Section 44), Township 3 North, Range 27 East; thence departing said Westerly line and on the Southeasterly line of said J. Smith Grant (Section 44), S 75°25'22" W, a distance of 1213.66 feet to the Southerly most corner of said J. Smith Grant (Section 44); thence departing said Southeasterly line and on the Southwesterly line of said J. Smith Grant (Section 44), N 61°45'24" W, a distance of 207 feet, more or less to a point on the centerline of a Creek; thence departing said Southwesterly line and on the centerline of said Creek, Southerly, a distance of 13,792 feet more or less to the centerline of McQueen Creek; thence on the centerline of McQueen Creek, Westerly, a distance of 7925 feet more or less to a point on the Northerly projection of the Easterly line of a parcel of land as recorded in Official Records Book 1171, Page 330 of the Public Records of Nassau County, Florida; thence departing the centerline of McQueen Creek and on the Northerly projection of the Easterly line of said parcel recorded in Official Records Book 1171, Page 330, S 56°50'30" W, a distance of 490 feet more or less to the Northeast corner of said parcel of land as described in Official Records Book 1171, Page 330; thence departing the Northerly projection of said East line and on the North line of said parcel of land as described in Official Records Book 1171, Page 330 and the North line of a parcel of land described in Official Records Book 725, Page 169 and the North line of a parcel of land described in Official Records Book 725, Page 172 all being recorded in the Public Records of Nassau County, Florida, N 33°02'00" W, a distance of 1648.40 feet to the Northwesterly corner of said parcel of land as described in Official Records Book 725, Page 172; thence departing said North lines and on the Westerly line of said parcel of land as described in Official Records Book 725, Page 172, S 46°16'15" W, a distance of 688.90 feet to a point on the Northerly line of a parcel of land as described in Official Records Book 1042, Page 1729 of the Public Records of Nassau County, Florida; thence departing said Westerly line and on said Northerly line, N 43°42'55" W, a distance of 38.99 feet to a point on the Easterly Maintained Right of Way line of Crandall Road (a 40 foot wide County Maintained Right of Way); thence departing said Northerly line and on said Easterly Maintained Right of Way line of Crandall Road through the following courses; N 33°03'03" E, a distance of 534.55 feet; thence N 31°50'52" E, a distance of 276.55 feet to a point on the centerline of aforesaid McQueen Creek; thence departing said Maintained Right of Way line and on the centerline of said McQueen Creek, Westerly, a distance of 6066 feet more or less to a point being located at the intersection of McQueen Creek and the Range line common to Ranges 26 and 27, Nassau County, Florida; thence, departing said centerline, and along said Range line, N 00°28'46" W, a distance of 4852 feet, more or less, to the Point of Beginning.

**LESS:** Those lands described in Official Records Book 697, Page 1025, Official Records Book 697, Page 1017, Official Records Book 697, Page 1021, Official Records Book 609, Page 780, Official Records Book 235, Page 149, all of the Public Records of Nassau County, Florida.

**AND LESS:** Maintained Right of Way for Crandall Road a 40 foot wide County maintained Right of Way.



RAYONIER TIMBERLAND ACQUISITIONS TWO, LLC  
NASSAU FOREST - NASSAU COUNTY, FL



Subject Property

0 5,000 10,000 Feet

Exhibit A

4 December 2006

Rayonier

**EXHIBIT "A-1"**  
**(Tax Parcel ID#'s)**

**NASSAU COUNTY  
INTERNAL TRANSFER  
December 2006**

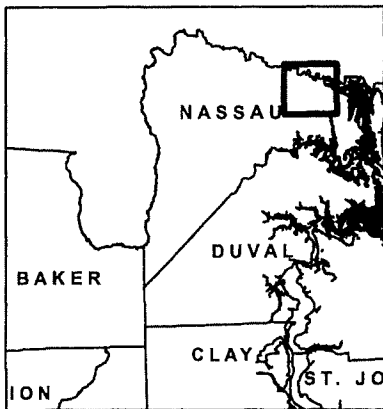
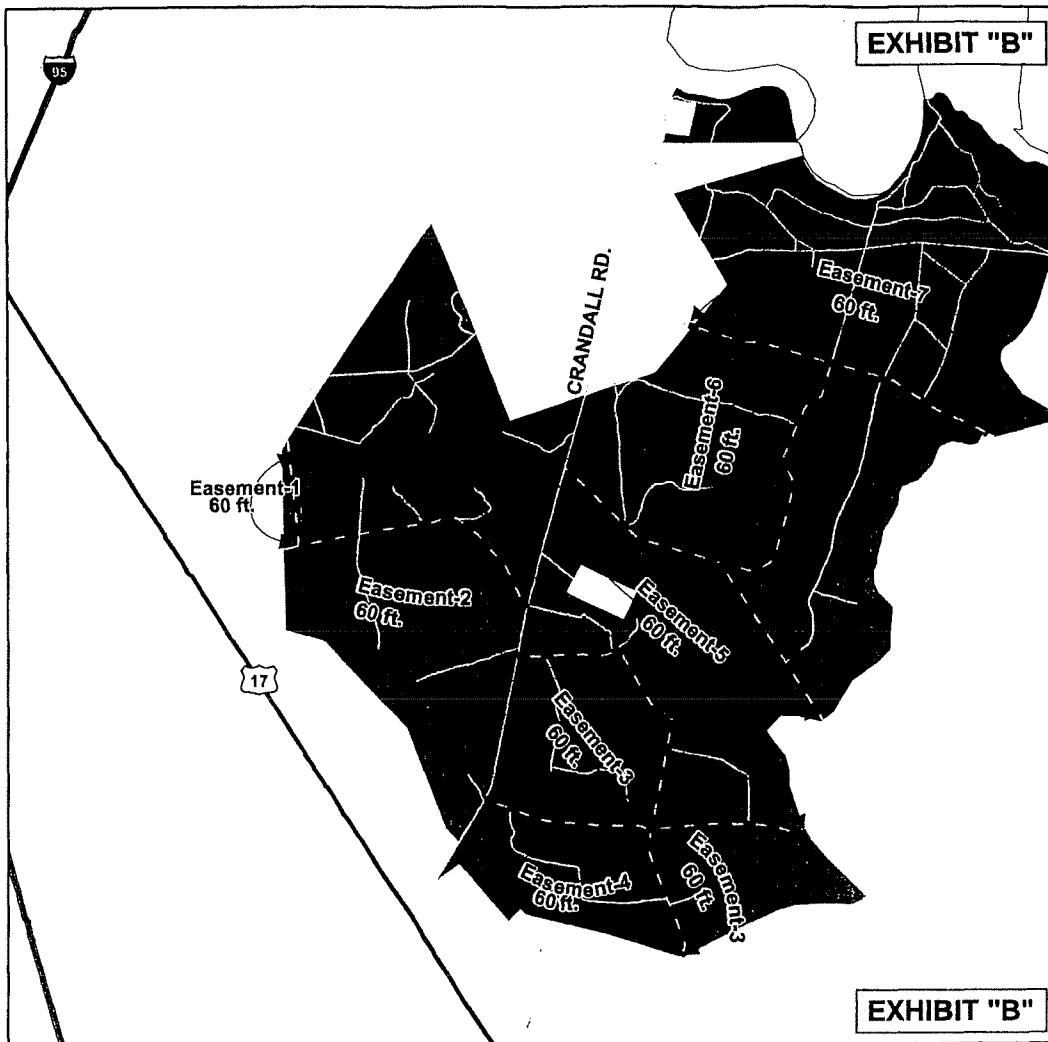
**EAST NASSAU  
TRACT**

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**TAX PARCEL #**

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RAYONIER  
TIMBERLAND ACQUISITIONS  
TWO, LLC  
60 FT. EASEMENT  
NASSAU COUNTY, FLORIDA

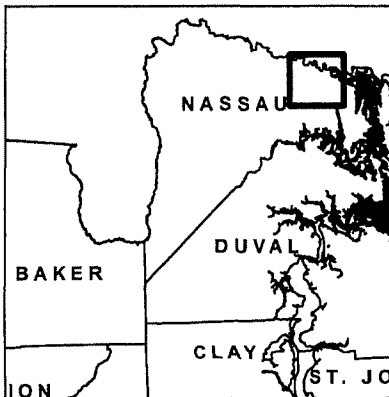
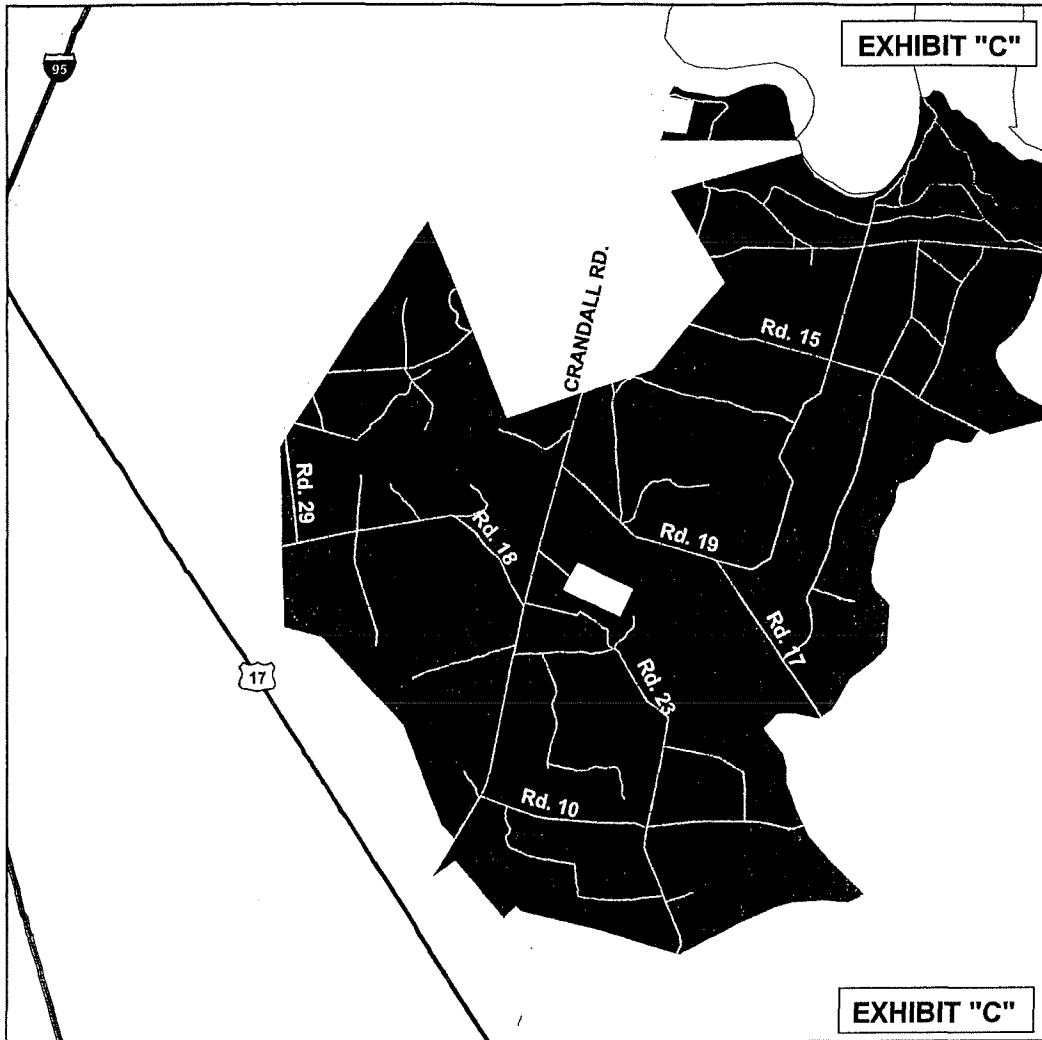
----- Easement 1, 2, 3, 4, 5, 6, 7

■ Subject Property

1,200  
Feet



12/2006 **Rayonier**



# RAYONIER TIMBERLAND ACQUISITIONS TWO, LLC TIMBER RESERVE

Nassau County, Florida

- Timber Reserve
- Subject Property



1,200  
Feet

12/2006 **Rayonier**

REC-24,500.  
DOE-24,500.  
PREPARED BY:

RETURN TO:  
TRACY K. ARTHUR  
1901 ISLAND WALKWAY  
FERNANDINA BEACH, FL 32034

**WARRANTY DEED**  
(Florida Property)

THIS WARRANTY DEED is made this 10<sup>th</sup> day of July 2007, from KEITH REGISTER, a married man, whose address is 96175 Cessna Drive, Yulee, Florida 32097 (the "Grantor"), to TERRAPOINTE LLC, a Delaware limited liability company, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 (the "Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described as follows on EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

**LOT 3, VILLAGE OF CRANDALL, ACCORDING TO PLAT THEREOF  
RECORDED IN THE OFFICIAL RECORDS OF NASSAU COUNTY,  
FLORIDA IN DEED BOOK 39, PAGE 364.**

**SAID PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF GRANTOR**

**TAX PARCEL ID# 48-3N-27-0000-0003-0000**

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2006, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.



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

TO HAVE AND TO HOLD the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Curtis H. Hensyl  
Curtis H. Hensyl (Print)

Keith Register  
KEITH REGISTER

Kathleen Baker  
Kathleen Baker (Print)

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of July 2007, by KEITH REGISTER, who is personally known to me or produced the following form of identification: Drivers License.

Robyn J. Friendly  
Notary Public, State of Florida  
Print Notary Name: Robyn J. Friendly  
My Commission Expires: 02/06/2010  
Commission No.: DD 514969



ROBYN J. FRIENDLY  
MY COMMISSION # DD 514969  
EXPIRES: February 6, 2010  
Bonded Thru Budget Notary Services

Doc-4462-50  
448102

PREPARED BY AND RETURN TO  
TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. Box 723  
FERNANDINA BEACH, FL 32034

**WARRANTY DEED**  
(Florida Property)

THIS WARRANTY DEED is made this 8<sup>th</sup> day of August, 2007, from **GOLDA MAE CLEMONS LOVELL f/k/a GOLDA MAE CLEMONS**, whose address is 221 Austin Ryan Drive, Kingsland, Georgia 31548 (the "Grantor"), to **TERRAPOINTE LLC**, whose address is 50 N. Laura Street, Suite 500, Jacksonville, Florida 32202 (the "Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described as follows (the "Property"):

The Northerly 144.07 feet of the Southerly 288.14 feet of Lot 2, Village of Crandall, Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, Nassau County, Florida.

**TAX PARCEL ID# 48-3N-27-0000-0002-0040**

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2006, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

AND THE GRANTOR hereby covenants with Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; that the Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Xandra D. Warren  
Xandra D. Warren (Print)

Golda Mae Clemons Lovell  
GOLDA MAE CLEMONS LOVELL f/k/a  
GOLDA MAE CLEMONS

Arnold H. Slott  
Arnold H. Slott (Print)

STATE OF Florida  
COUNTY OF Duval

THE FOREGOING INSTRUMENT was acknowledged before me this 8<sup>th</sup> day of August, 2007, by GOLDA MAE CLEMONS LOVELL f/k/a GOLDA MAE CLEMONS, who is personally known to me or produced the following form of identification:  
Fla Drivers License



Xandra D. Warren  
My Commission DD289242  
Expires February 09, 2008

Xandra D. Warren  
Notary Public, State of Florida  
Print Notary Name: Xandra D. Warren  
My Commission Expires:  
Commission No.:

PREPARED BY

Tracy K. Arthur, Esq.  
Rayonier Inc.  
P.O. Box 723  
Fernandina Beach, FL 32034

303778

RETURN TO:

First American Title Ins. Co.  
25400 US 19 N, Suite 135  
Clearwater, FL 33763

LA/CC

RETURN TO

Clyde W. Davis, Esq.  
960185 Gateway Blvd.  
Ste. 104  
Fernandina Beach, FL 32034

WARRANTY DEED

(Florida Property)

THIS WARRANTY DEED is made this 12<sup>th</sup> day of March, 2008, from EUGENE G. MCKENDREE AND JOYCE L. MCKENDREE, husband and wife, individually, and as Co-Trustees of the Eugene G. McKendree Revocable Living Trust dated February 29, 2000, and individually, and as Co-Trustees of the Joyce L. McKendree Revocable Living Trust dated February 29, 2000, whose address is Post Office Box 639, Yulee, Florida 32097 (collectively referred to as "Grantor"), to TERRAPOINTE LLC, a Delaware limited liability company, whose address is 50 North Laura Street, Suite 1900, Jacksonville, Florida 32202 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described on EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

THAT GRANTOR is lawfully seized of the power and authority to grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, as more evidenced by EXHIBIT B, attached hereto and by reference made a part hereof.

TAX PARCEL ID# 48-3N-27-0000-0002-0020

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2007, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

Doc. 5,600.00  
Rec. 95.00

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Judith D. Lewis  
Judith D. Lewis (Print)

Donna L. Rowland  
Donna L. Rowland (Print)

Eugene G. McKendree  
EUGENE G. McKENDREE, individually

Judith D. Lewis  
Judith D. Lewis (Print)

Donna L. Rowland  
Donna L. Rowland (Print)

Eugene G. McKendree  
EUGENE G. McKENDREE, as Co-Trustee of the Eugene G. McKendree Revocable Living Trust Dated February 29, 2000, and as Co-Trustee of the Joyce L. McKendree Revocable Living Trust Dated February 29, 2000

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of March, 2008, by EUGENE G. McKENDREE, individually, and as Co-Trustee of the Eugene G. McKendree Revocable Living Trust dated February 29, 2000, and as Co-Trustee of the Joyce L. McKendree Revocable Living Trust dated February 29, 2000, who is personally known to me or produced the following forms of identification: \_\_\_\_\_



Donna L. Rowland  
Commission # DD577603  
Expires August 31, 2010  
Bonded Troy Fair - Insurance, Inc. 800-385-7019

Donna L. Rowland  
Notary Public, State of Florida  
Print Notary Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

Signed and sealed in the  
presence of:

Judith D. Lewis  
Judith D. Lewis (Print)  
Donna L. Rowland  
Donna L. Rowland (Print)

Joyce L. McKendree  
JOYCE L. McKENDREE, individually

Judith D. Lewis  
Judith D. Lewis (Print)  
Donna L. Rowland  
Donna L. Rowland (Print)

Joyce L. McKendree  
JOYCE L. McKENDREE, as Co-Trustee  
of the Eugene G. McKendree Revocable  
Living Trust Dated February 29, 2000, and  
as Co-Trustee of the Joyce L. McKendree  
Revocable Living Trust Dated February 29,  
2000

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of  
March, 2008, by JOYCE L. McKENDREE, individually, and as Co-Trustee of the Eugene G.  
McKendree Revocable Living Trust dated February 29, 2000, and as Co-Trustee of the Joyce L.  
McKendree Revocable Living Trust dated February 29, 2000, who is personally known to me or  
produced the following forms of identification: \_\_\_\_\_



Donna L. Rowland  
Notary Public, State of Florida  
Commission # DD577603  
Expires August 31, 2010  
Bonded Troy Fain - Insurance, Inc. 800-368-1903  
Notary Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_

---

**EXHIBIT "A"** ✓

**Legal Description**

All that certain lot, piece or parcel of land situate, lying and being in the county of Nassau, State of Florida, and being further described as follows:

The southerly 144.07 feet of Lot 2, Village of Crandall, Section 48, Township 3 North, Range 27 East, and Section 32, Township 4 North, Range 27 East, according to plat recorded in Official Records Book 39, Page 364 of the public records of Nassau County, Florida.

EXHIBIT B

**EUGENE G. McKENDREE  
REVOCABLE LIVING TRUST**

This is a trust agreement dated February 29, 2000, between EUGENE G. McKENDREE, a citizen of the United States of America

(referred to in the first person or as "Grantor") and EUGENE G. McKENDREE and JOYCE L. McKENDREE and their successors (collectively referred to as "Trustee").

This trust is known as the EUGENE G. McKENDREE REVOCABLE LIVING TRUST U/A dated February 29, 2000, and may be described as such in any documents which refer to this trust or which evidence the title to trust assets.

I give each Trustee the right to give any custodian or insurer of trust assets (bank, brokerage house, transfer agent, title company, etc.) directions for the purchase, sale, withdrawal, reinvestment, or transfer of such assets and hold such custodian or insurer harmless from any liability in relying on instructions given by any Trustee acting alone. Any document signed by only one Trustee, including but not limited to checks, instructions for transfers of securities, and deeds to real property, will be effective to disburse, sell, convey, or otherwise transfer trust assets and thereby bind the other Trustee or Trustees.

**ARTICLE ONE: Family.** I am married to JOYCE L. McKENDREE who is referred to as "my wife" in this agreement. My wife and I have one daughter, TERI M. DAVIS, presently of Yulee, Florida. Reference to "my daughter", "my child", or "my lineal descendants" means TERI M. DAVIS and her lineal descendants.

**ARTICLE TWO: Original Trust Estate.** I convey to Trustee all my interest in the assets listed on Schedule A attached to this agreement (these assets, together with any additional assets, being referred to as the "trust estate"). Trustee acknowledges receipt of the trust estate and agrees to hold and administer all assets (including any insurance proceeds received) in accordance with this trust agreement.

**ARTICLE THREE: Additional Property.** Subject to acceptance by Trustee, I or any other person from time to time may transfer additional assets of any nature to the trust. I reserve the right to name Trustee as beneficiary to receive the proceeds of certain insurance policies and may deliver those insurance policies or provide for their delivery to Trustee or may retain them in my

*E. G. McKendree*



possession. The additional assets will be held, administered, and distributed according to the terms of this agreement, unless otherwise provided in the instrument of transfer.

**ARTICLE FOUR: Rights Reserved by Grantor.**

A. **Power to Withdraw Assets.** I reserve the right to withdraw any or all assets from the trust estate.

B. **Power to Revoke or Amend.** I reserve the right to amend or revoke this agreement, including the right to change or replace any Trustee, at any time and from time to time without the consent of Trustee or any other person by giving written notice to Trustee to that effect. Notwithstanding the above, the duties, responsibilities, and rate of compensation of the Trustee who continues to serve after the date of the amendment may not be modified without the Trustee's written consent. My Trustee, or if necessary my legally appointed guardian, may amend (but not revoke) this trust agreement to preserve a transfer tax deduction, exemption, or credit consistent with my beneficial intentions as expressed in this agreement.

C. **Power to Retain Investment Authority.** Unless my rights are suspended, as provided below, I also reserve the right to require changes in investments. Recognizing that these provisions limit the Trustee's investment authority, powers and responsibility, I hereby indemnify and hold Trustee harmless from any loss or liability to me, this trust, or any trust beneficiary because Trustee has followed my directions or my investment decisions.

D. **Incapacity; Suspension of Grantor's Rights.** If my Trustee or successor Trustee receives my primary treating physician's written opinion that I am suffering from any mental or physical incapacity or incompetency that would affect my judgment concerning the administration of the trust or the assets of the trust estate, or if I am adjudicated incompetent or incapacitated by a court, my personal powers reserved in this article will be suspended until my competency is determined by a court or my physician determines that I am recovered from my illness or incapacity. If my personal powers are suspended, I will also cease to serve as Trustee until those powers are restored.

E. **Personal Nature of Reserved Rights.** Except as otherwise provided, only Grantor personally (and no other person, including my attorney-in-fact under any durable power of attorney) may exercise any of the rights reserved by me in this article.

F. **Lifetime Gifts.** Notwithstanding the foregoing, if I or the Trustee determine that gifts will reduce my federal estate tax liability, Trustee may make distributions from the trust to me which I or my agent under a durable power of attorney may use to make annual gifts to my lineal descendants equally, per stirpes, (including to any Trustee or guardian who is my lineal descendant) in amounts not exceeding the amount of the annual exclusion as described in §2503(b) of the Internal Revenue Code of 1986, as amended (referred to in this agreement as the "Internal Revenue Code"). Trustee is specifically prohibited from making gift distributions directly to donees if doing so would prevent such transfers from qualifying for the gift tax annual exclusion.

me. If, however, any beneficiary disclaims one or more but not all interests and rights in any portion of this trust, that disclaimed portion shall be administered and distributed as if the disclaiming beneficiary predeceased the vesting of such interest.

D. **Protection of Beneficiaries.** Except with respect to any distributions pursuant to a general power of appointment granted to my wife or any other beneficiary, no beneficial interest under this trust, whether income or principal, is to be subject to anticipation, assignment, pledge, sale, or transfer in any manner, and no beneficiary may anticipate, encumber, or charge such interest. A beneficiary's interest, while in the possession of Trustee and, to the extent allowable by law, while in the possession of the beneficiary, is not to be liable for or subject to the debts, contracts, obligations, liabilities, or accounts of any beneficiary. Inasmuch as this trust is for the express purpose of protecting the beneficiaries from want and inconvenience, so far as reasonable foresight can prevent, any portion of the trust principal or income payable to any beneficiary will be paid only to the beneficiary or, in the absolute discretion of Trustee, for the benefit of the beneficiary, and the income or principal paid to or for the benefit of the beneficiary will not be subject to any legal process for the payment of that beneficiary's debts.

E. **Adopted Children.** In applying the provisions of this agreement, a child who is legally adopted and such child's lineal descendants are to be considered lineal descendants of the adoptive parent but only if the petition for adoption is filed before such child reaches the age of 12.

F. **Applicable Law.** All matters involving the validity and interpretation of this trust agreement will be governed by the laws of the State of Florida. Subject to the provisions of this agreement, all matters involving the administration of any trust created under this agreement will be governed by the laws of the State of Florida.

G. **Further Instruments.** I will execute such further instruments as may be necessary to vest Trustee with full legal title to the property transferred to it under this agreement.


H. **Binding Effect.** This agreement extends to and is binding upon the personal representatives, successors, and assigns of Grantor and of Trustee.

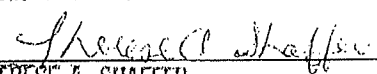
I. **Construction.** Reference in this agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and subarticles in this agreement is for purposes of convenience only and is not intended to restrict the application of those provisions nor the construction of this agreement as one entire trust agreement.

IN WITNESS WHEREOF, I have signed this Revocable Living Trust Agreement in duplicate in the presence of the attesting witnesses on the date shown on the first page of this agreement.

  
EUGENE G. McKENDREE, Grantor

The foregoing Revocable Living Trust Agreement was signed by EUGENE G. McKENDREE, in our joint presence, and at his request we have signed our names as attesting witnesses in his presence and in the presence of each other on the date written above.

  
JEAN C. COKER of Jacksonville, Florida;

  
THERESE A. SHAFFER of Jacksonville, Florida.

EUGENE G. McKENDREE REVOCABLE LIVING TRUST

Signed in the presence of:

Jean C. Coker  
JEAN C. COKER

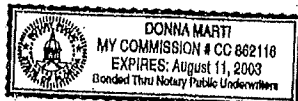
Eugene G. McKendree  
EUGENE G. McKENDREE

Therese A. Shaffer  
Two witnesses as to Trustees  
THERESE A. SHAFFER

Joyce L. McKendree  
JOYCE L. McKENDREE  
Trustees

STATE OF FLORIDA  
COUNTY OF Nassau

This living trust was acknowledged before me on February 29, 2000, by  
EUGENE G. McKENDREE and JOYCE L. McKENDREE, as Trustees, ( ) who are personally  
known to me or (X) who have produced current Florida drivers licenses as identification.



**JOYCE L. McKENDREE  
REVOCABLE LIVING TRUST**

This is a trust agreement dated February 29, 2000, between JOYCE L. McKENDREE, a citizen of the United States of America

(referred to in the first person or as "Grantor") and JOYCE L. McKENDREE and EUGENE G. McKENDREE and their successors (collectively referred to as "Trustee").

This trust is known as the JOYCE L. McKENDREE REVOCABLE LIVING TRUST U/A dated February 29, 2000, and may be described as such in any documents which refer to this trust or which evidence the title to trust assets.

I give each Trustee the right to give any custodian or insurer of trust assets (bank, brokerage house, transfer agent, title company, etc.) directions for the purchase, sale, withdrawal, reinvestment, or transfer of such assets and hold such custodian or insurer harmless from any liability in relying on instructions given by any Trustee acting alone. Any document signed by only one Trustee, including but not limited to checks, instructions for transfers of securities, and deeds to real property, will be effective to disburse, sell, convey, or otherwise transfer trust assets and thereby bind the other Trustee or Trustees.

**ARTICLE ONE: Family.** I am married to EUGENE G. McKENDREE who is referred to as "my husband" in this agreement. My husband and I have one daughter, TERI M. DAVIS, presently of Yulee, Florida. Reference to "my daughter", "my child", or "my lineal descendants" means TERI M. DAVIS and her lineal descendants.

**ARTICLE TWO: Original Trust Estate.** I convey to Trustee all my interest in the assets listed on Schedule A attached to this agreement (these assets, together with any additional assets, being referred to as the "trust estate"). Trustee acknowledges receipt of the trust estate and agrees to hold and administer all assets (including any insurance proceeds received) in accordance with this trust agreement.

**ARTICLE THREE: Additional Property.** Subject to acceptance by Trustee, I or any other person from time to time may transfer additional assets of any nature to the trust. I reserve the right to name Trustee as beneficiary to receive the proceeds of certain insurance policies and may deliver those insurance policies or provide for their delivery to Trustee or may retain them in my possession. The additional assets will be held, administered, and distributed according to the terms of this agreement, unless otherwise provided in the instrument of transfer.

*[Handwritten signature]*  
E. G. McKendree

**ARTICLE FOUR: Rights Reserved by Grantor.**

A. **Power to Withdraw Assets.** I reserve the right to withdraw any or all assets from the trust estate.

B. **Power to Revoke or Amend.** I reserve the right to amend or revoke this agreement, including the right to change or replace any Trustee, at any time and from time to time without the consent of Trustee or any other person by giving written notice to Trustee to that effect. Notwithstanding the above, the duties, responsibilities, and rate of compensation of the Trustee who continues to serve after the date of the amendment may not be modified without the Trustee's written consent. My Trustee, or if necessary my legally appointed guardian, may amend (but not revoke) this trust agreement to preserve a transfer tax deduction, exemption, or credit consistent with my beneficial intentions as expressed in this agreement.

C. **Power to Retain Investment Authority.** Unless my rights are suspended, as provided below, I also reserve the right to require changes in investments. Recognizing that these provisions limit the Trustee's investment authority, powers and responsibility, I hereby indemnify and hold Trustee harmless from any loss or liability to me, this trust, or any trust beneficiary because Trustee has followed my directions or my investment decisions.

D. **Incapacity; Suspension of Grantor's Rights.** If my Trustee or successor Trustee receives my primary treating physician's written opinion that I am suffering from any mental or physical incapacity or incompetency that would affect my judgment concerning the administration of the trust or the assets of the trust estate, or if I am adjudicated incompetent or incapacitated by a court, my personal powers reserved in this article will be suspended until my competency is determined by a court or my physician determines that I am recovered from my illness or incapacity. If my personal powers are suspended, I will also cease to serve as Trustee until those powers are restored.

E. **Personal Nature of Reserved Rights.** Except as otherwise provided, only Grantor personally (and no other person, including my attorney-in-fact under any durable power of attorney) may exercise any of the rights reserved by me in this article.

F. **Lifetime Gifts.** Notwithstanding the foregoing, if I or the Trustee determine that gifts will reduce my federal estate tax liability, Trustee may make distributions from the trust to me which I or my agent under a durable power of attorney may use to make annual gifts to my lineal descendants equally, per stirpes, (including to any Trustee or guardian who is my lineal descendant) in amounts not exceeding the amount of the annual exclusion as described in §2503(b) of the Internal Revenue Code of 1986, as amended (referred to in this agreement as the "Internal Revenue Code"). Trustee is specifically prohibited from making gift distributions directly to donees if doing so would prevent such transfers from qualifying for the gift tax annual exclusion.

**ARTICLE FIVE: Administration During Grantor's Lifetime.** During my lifetime, Trustee shall administer the trust estate as follows:

A. **Payments to Grantor.** Trustee shall pay any of the income from the trust estate to me, or to other persons designated by me, as I may from time to time request. In addition, Trustee shall pay to me any part or all of the principal of the trust estate that I request in a writing

F. **Applicable Law.** All matters involving the validity and interpretation of this trust agreement will be governed by the laws of the State of Florida. Subject to the provisions of this agreement, all matters involving the administration of any trust created under this agreement will be governed by the laws of the State of Florida.

G. **Further Instruments.** I will execute such further instruments as may be necessary to vest Trustee with full legal title to the property transferred to it under this agreement.

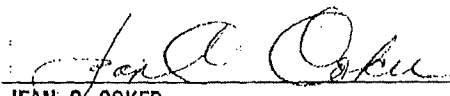
H. **Binding Effect.** This agreement extends to and is binding upon the personal representatives, successors, and assigns of Grantor and of Trustee.

I. **Construction.** Reference in this agreement to any gender includes either masculine or feminine, as appropriate, and reference to any number includes both singular and plural where the context permits or requires. Use of descriptive titles for articles and subarticles in this agreement is for purposes of convenience only and is not intended to restrict the application of those provisions nor the construction of this agreement as one entire trust agreement.

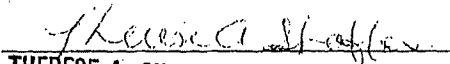
IN WITNESS WHEREOF, I have signed this Revocable Living Trust Agreement in duplicate in the presence of the attesting witnesses on the date shown on the first page of this agreement.

  
JOYCE L. McKENDREE, Grantor

The foregoing Revocable Living Trust Agreement was signed by JOYCE L. McKENDREE in our joint presence, and at her request we have signed our names as attesting witnesses in her presence and in the presence of each other on the date written above.

  
JEAN C. COKER

of Jacksonville, Florida;

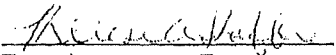
  
THERESE A. SHAFFER

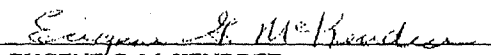
of Jacksonville, Florida.

Signed in the presence of:

  
JEAN C. COKER

  
JOYCE L. McKENDREE

  
Two witnesses as to Trustees

  
EUGENE G. McKENDREE

THERESE A. SHAFFER

Trustees

**WARRANTY DEED**

**OR BOOK    1624            PAGE 1712**

- 01-3N-26-0000-0001-0060
- 36-4N-26-0000-0001-0000
- 37-3N-26-0000-0001-0000
- 38-3N-26-0000-0001-0000
- 38-4N-26-0000-0001-0000

**PREPARED BY:**

TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. Box 723  
FERNANDINA BEACH, FL 32034

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 10<sup>th</sup> day of June, 2009, from **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership (f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a Rayonier Forest Resources, L.P.), whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **RAYONIER EAST NASSAU TIMBER PROPERTIES I, LLC**, a Delaware limited liability company, whose address is 50 North Laura Street, Suite 1900, Jacksonville, Florida 32202 ("Grantee").

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# 25-4N-26-0000-0002-0000  
26-4N-26-0000-0001-0000  
35-4N-26-0000-0001-0000  
36-4N-26-0000-0001-0000  
37-3N-26-0000-0001-0000  
38-3N-26-0000-0001-0000  
38-4N-26-0000-0001-0000  
39-4N-26-0000-0001-0000



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**GRANTOR RESERVES UNTO ITSELF**, its successors and assigns, all hunting rights and privileges, and other miscellaneous forest and agricultural product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor hereby reserves said miscellaneous forest and agricultural products together with the right to enter upon the Property with men, machinery and equipment to harvest and remove said miscellaneous forest and agricultural products. Furthermore GRANTOR reserves unto itself, its successors and assigns, the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until GRANTEE transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time GRANTOR will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2008; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER FOREST RESOURCES, L.P.**  
By its Managing General Partner: **RAYONIER**  
**TIMBERLANDS MANAGEMENT, LLC**

Melanie Williams  
Melanie Williams (Print)

Laura L. Davis  
Laura L. Davis (Print)

By: Larry Davis  
Larry Davis  
Its: Director, Eastern Forest Resources

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of June, 2009, by Larry Davis, Director, Eastern Forest Resources and Tracy K. Arthur, Assistant Secretary, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.

Robyn J. Friendly  
Notary Public, State of Florida  
Robyn J. Friendly  
My Commission Expires: 02/06/2010  
Commission No.: DD514969



ROBYN J. FRIENDLY  
MY COMMISSION # DD 514969  
EXPIRES: February 6, 2010  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**  
(North Development Area)

Description: Parcel 1

A parcel of land lying conjointly in Sections 25,26,34,35,36 and the John Frazier Grant (Section 39), Township 4 North, Range 26 East, all being in Nassau County, Florida and being more particularly described as follows.

BEGIN at the Northeast corner of Section 34, Township 4 North, Range 26 East, Nassau County, Florida said corner also being the Southwest corner of Section 26, Township 4 North, Range 26, East, Nassau County, Florida; thence on the North line of said Section 34, S 89°38'09" W, a distance of 352.39 feet to a point on the Easterly right-of-way line of U.S. Highway No. 17; thence departing said North line and on said Easterly Right of Way Line, S 32°54'29" E, a distance of 2004.18 feet; thence departing said Easterly Right of Way line, S 78°08'10" E, a distance of 68.23 feet, thence N 56°51'47" E, a distance of 214.00 feet; thence S 33°08'08" E, a distance of 495.00 feet; thence S 56°51'55" W, a distance of 214.00 feet; thence S 11°51'43" W, a distance of 70.71 feet to the Easterly Right of Way line of aforesaid U.S. Highway No. 17; thence on said Easterly Right of way line, S 32°56'22" E, a distance of 1677.67 feet; thence departing said Easterly Right of Way line, N 57°06'03" E, a distance of 1263.89 feet; thence S 65°17'27" E, a distance of 3081.50 feet to a point on the Westerly Right of Way line of Interstate No. 95; thence on said Westerly Right of Way line through the following courses; N 20°45'44" E, a distance of 1899.29 feet; thence N 24°42'34" E, a distance of 1200.00 feet; thence N 30°48'08" E, a distance of 1307.30 feet; thence N 24°42'34" E, a distance of 356.57 feet to a point on the Northerly meander line of Section 25; thence departing said Right of Way line and on the Northerly meander lines of Section 25 and the John Frazier Grant (Section 39), Township 4 North, Range 26 East, Nassau County, Florida; Northwesterly a distance of 4107 feet more or less to the Southerly shores of the St. Mary's River; thence departing said meander lines, Southerly and Westerly along the Southerly shores of said St. Mary's River, a distance of 5911 feet, more or less to a point on the West line of Section 26, Township 4 North, Range 26 East, Nassau County, Florida; thence on said West line, S 02°13' 52" W, a distance of 3200 feet more or less to the POINT OF BEGINNING.

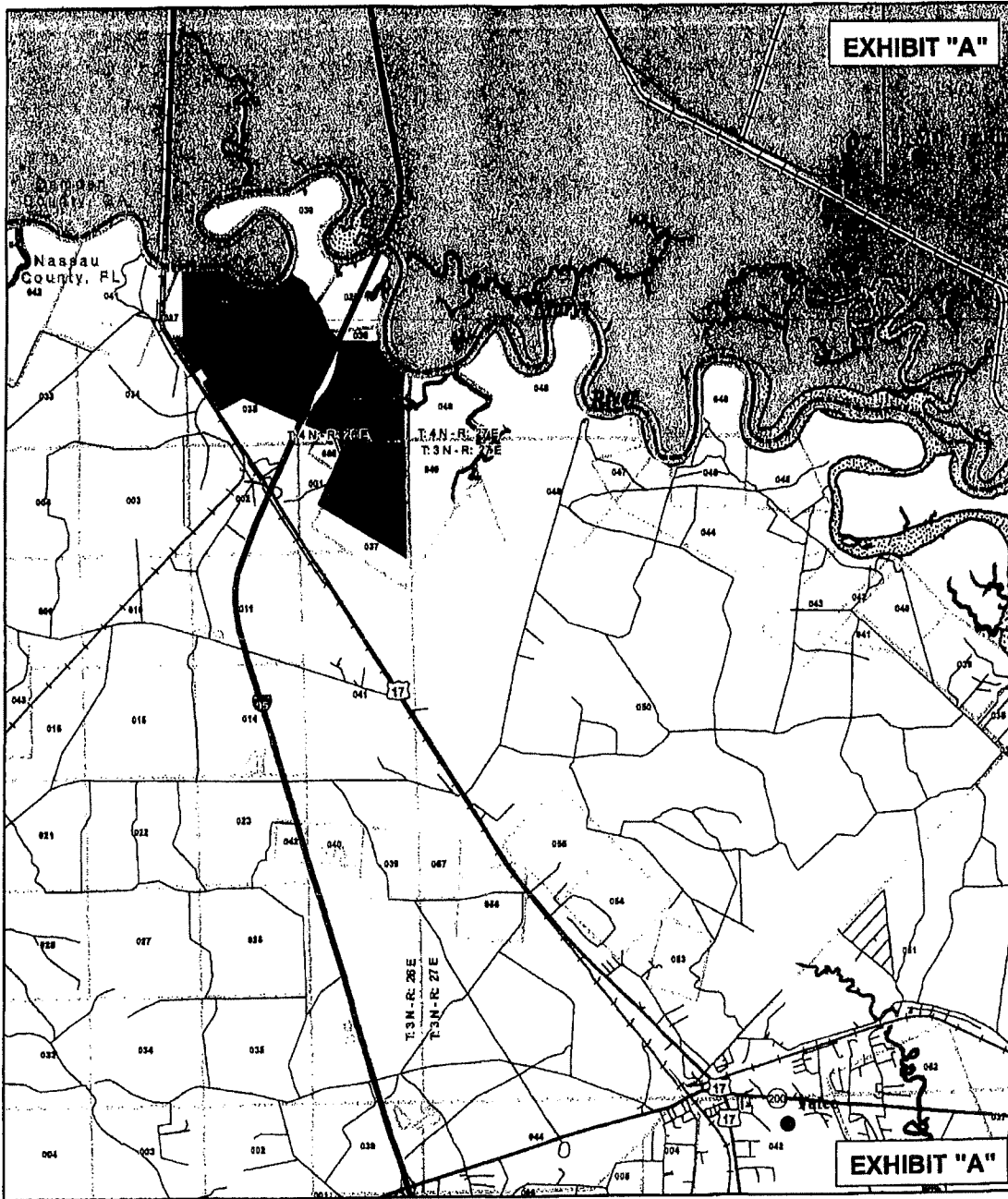
**EXHIBIT "A"**  
(North Development Area)

**Description: Parcel 1A**

A parcel of land lying conjointly in Section 36 and the William Fox Grant (Section 38), Township 4 North, Range 26 East; also being located in the Charles Seton Grant (Section 37) and the William Fox Grant (Section 38), Township 3 North, Range 26 East; also being located in Section 1, Township 3 North, Range 26 East, all being in Nassau County, Florida and being more particularly described as follows:

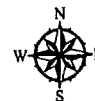
Commence at the Southwest corner of Section 1, Township 3 North, Range 26 East, Nassau County, Florida; thence on the South line of said Section 1, S 88°46'47" E, a distance of 706.24 feet to a point on the Easterly Right of Way line of U.S. Highway No. 17; thence departing said South line and on said Easterly Right of Way line N 32°53'25" W, a distance of 853.02 feet; thence departing said Easterly Right of Way line, N 24°42'34" E, a distance of 1762.41 feet, to the Point of Beginning, of the herein described parcel of land; thence N 24°42'34" E, a distance of 2756.97 feet; thence N 21°07'52" W, a distance of 658.36 feet; thence N 65°17'26" W, a distance of 1625.89 feet to a point on the Easterly Right of Way line of Interstate 95; thence on the Easterly Right of Way line of Interstate 95 through the following courses; N 24°42'34" E, a distance of 688.00 feet; thence N 31°16'11" E, a distance of 1207.91 feet; thence N 24°42'34" E, a distance of 1200.00 feet; thence N 20°56'59" E, a distance of 1824.30 feet to a point on the North line of Section 36, Township 4 North, Range 26 East; thence departing said Easterly Right of Way line and on the North line of said Section 36, N 87°58'51" E, a distance of 1509 feet, more or less, to the Southerly shores of the St. Mary's River; thence departing said North line and on the Southerly shores of the St. Mary's River, Southeasterly, a distance of 2751 feet more or less to a point on the East line of said Section 36; thence S 00°28'47" E, departing the Southerly shores of said St. Mary's River and on said East line, and on the East line of the Charles Seton Grant (Section 37), a distance of 9626 feet, more or less, to a point being located on the East line of said Charles Seton Grant (Section 37); thence N 65°12'45" W, departing said East line, a distance of 5087.75 feet, to the Point of Beginning.

**LESS:** All lands lying in the Charles Seton Grant (Section 37), Township 4 North, Range 26 East, Nassau County, Florida, as being described in Official Records 90, Page 496 and Official Records 90, Page 591, of said Public Records.



 North Development Area

NASSAU FOREST  
 NASSAU COUNTY, FL  
 Exhibit A



0 5,000 10,000  
 Feet

**PREPARED BY:**

TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 10<sup>th</sup> day of June, 2009, from **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership (f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a Rayonier Forest Resources, L.P.), whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC**, a Delaware limited liability company, whose address is 50 North Laura Street, Suite 1900, Jacksonville, Florida 32202 ("Grantee").

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# 43-3N-27-0000-0001-0000  
43-3N-27-0000-0001-0010  
50-3N-27-0000-0001-0000  
50-3N-27-0000-0001-0090  
53-3N-27-0000-0001-0000

**GRANTOR RESERVES UNTO ITSELF**, its successors and assigns, all hunting rights and privileges, and other miscellaneous forest and agricultural product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor hereby reserves said miscellaneous forest and agricultural products together with the right to enter upon the Property with men, machinery and equipment to harvest and remove said miscellaneous forest and agricultural products. Furthermore GRANTOR reserves unto itself, its successors and assigns, the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until GRANTEE transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time GRANTOR will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2008; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER FOREST RESOURCES, L.P.**  
By its Managing General Partner: **RAYONIER**  
**TIMBERLANDS MANAGEMENT, LLC**

Laura H. Davis  
Laura H. Davis (Print)

Melanie Williams  
Melanie Williams (Print)

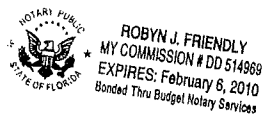
By: Larry Davis  
Larry Davis  
Its: Director, Eastern Forest Resources

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of June, 2009, by Larry Davis, Director, Eastern Forest Resources and Tracy K. Arthur, Assistant Secretary, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.

Robyn J. Friendly  
Notary Public, State of Florida  
Robyn J. Friendly  
My Commission Expires: 02/06/2010  
Commission No.: DD514969





**EXHIBIT "A"**  
(Central Development Area)

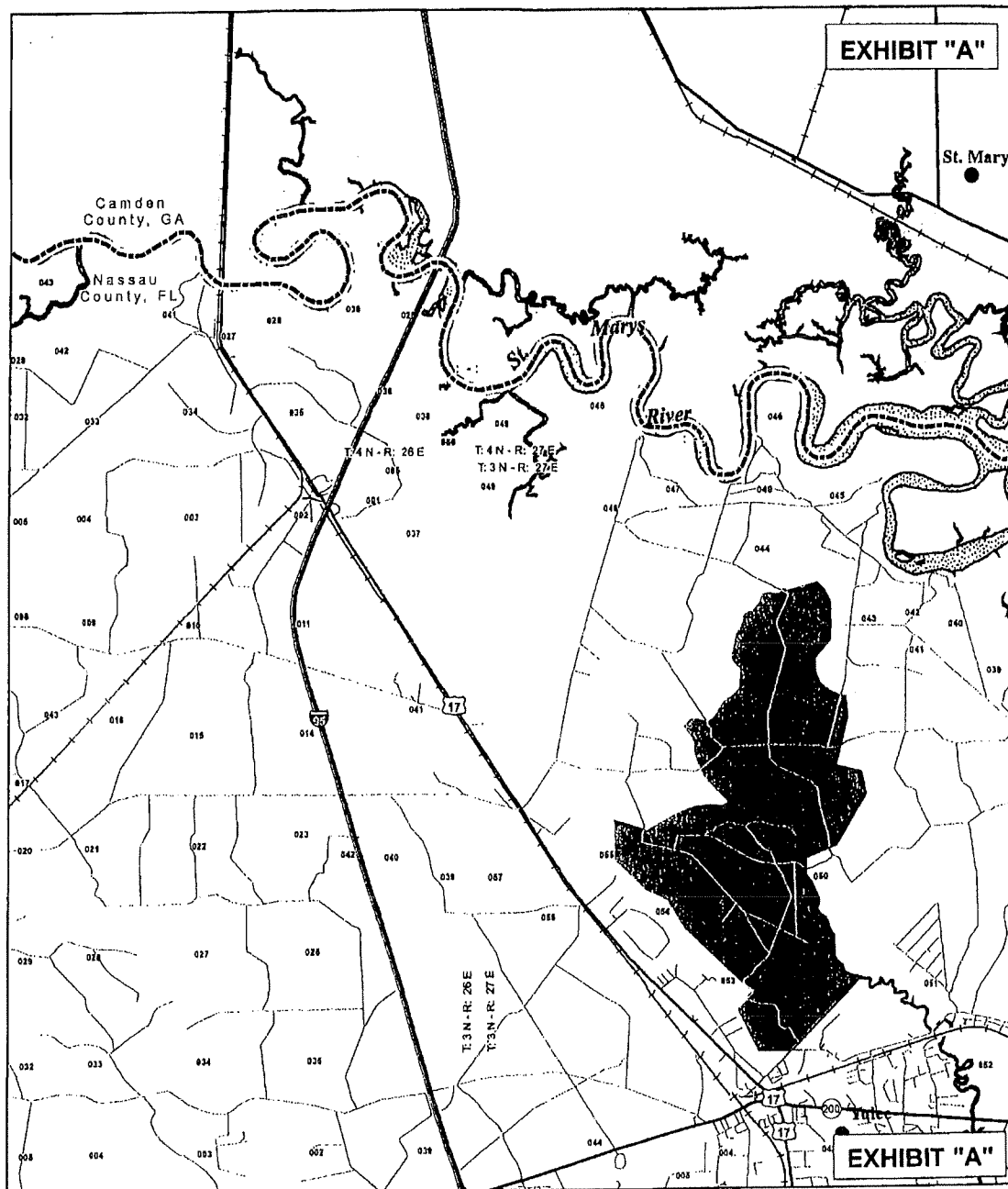
A parcel of land, lying conjointly and being located in part of the John Wingate Grant (Section 53), part of the Thomas May Grant, (Section 43), part of the W&J Lofton Grant (Section 54), part of the W & J Lofton Grant (Section 55), and part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:


Begin at the Northerly most corner of those lands as described in Official Records 592, Page 820, of the Public Records of Nassau County, Florida; thence S 44°39'56" E, on the Easterly most line of said lands, and on the Easterly most line of those lands as described in Official Records 697, Page 547, Official Records 950, Page 1376, Official Records 789, Page 479, Official Records 440, Page 22, Official Records 195, Page 468, and Official Records 762, Page 958, a distance of 2190.78 feet, to a point being located at the Northeast corner of said lands described in Official Records 762, Page 958; thence N 44°54'43" E, on the Northerly line of said Section 54, a distance of 649 feet, more or less, to a point being located at the centerline of a creek; thence Southeasterly, on the meanders of the centerline of said creek, a distance of 2814 feet, more or less, to a point being located at the Northerly most corner of those lands as described in Official Records 222, Page 482; thence S 46°01'04" E, departing the centerline of said creek and along the Easterly line of said lands and along the Easterly line of those lands as described in Official Records 222, Page 484, Official Records 83, Page 157, Official Records 992, Page 1079, and Official Records 222, Page 480, a distance of 4644.95 feet, to a point being located at the Northeasterly corner of said lands described in Official Records 222, Page 480; thence S 44°27'11" W, departing said Easterly line and along the Southeasterly line of said lands, a distance of 1120.87 feet, to a point being located at the Northerly most corner of those lands as described in Official Records 325, Page 159; thence S 27°37'26" E, departing said Southeasterly line and along the Easterly line of said lands, a distance of 2251.55 feet, to a point being located on the North Right-of-Way line of County Road No. 200-A (A 100 foot Right-of-Way, as now established); thence S 89°06'14" E, departing said Easterly line and along said North Right-of-Way line, a distance of 1569.81 feet, to a point being located at the Southwesterly most corner of those lands as described in Official Records 843, Page 1204, of said Public Records; thence N 44°00'02" E, departing said North Right-of-Way line and along the Northwesterly line of said lands, and on the Northwesterly line of those lands as described in Official Records 843, Page 1204, Official Records 772, Page 427, Official Records 1299, Page 1529, Official Records 911, Page 230, and Official Records 615, Page 446, a distance of 4750 feet, more or less, to a point being located on the Northwesterly line of said lands described in Official Records 615, Page 446; said point also being located at the centerline of McQueen Creek; thence Northerly, departing said Northwesterly line and on the meanders of the centerline of said McQueen Creek, a distance of 6204 feet, more or less, to the confluence of said McQueen creek and a creek; thence Northerly, departing the centerline of said McQueen Creek and on the meanders of a creek, a distance of 9936 feet, more or less, to a point being located at the confluence two creeks; thence, departing last said creek and along a creek, through the following courses and distances: thence S 86°45'40" W, a distance of 421.66 feet;

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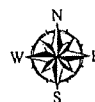
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thence N 69°34'52" W, a distance of 726.75 feet; thence N 42°46'45" W, a distance of 983.60 feet; thence N 05°57'45" W, a distance of 704.19 feet; thence N 41°45'08" E, a distance of 1091.81 feet; thence N 07°07'01" E, a distance of 326.37 feet, to a point; thence N 02°02'06" E, a distance of 1723.71 feet, to a point; thence N 30°36'24" W, a distance of 795.17 feet, to a point; thence N 46°51'32" W, a distance of 555.72 feet, to a point being located on the Southeasterly line of the J. Smith Grant (Section 44); thence S 75°25'22" W, departing the centerline of said creek, and along said Southeasterly line, a distance of 1213.66 feet, to a point being located at the Southerly most corner of said J. Smith Grant (Section 44); thence N 61°45'24" W, departing said Southeasterly line and on the Southwesterly line of said J. Smith Grant (Section 44) a distance of 207.12 feet, to a point being located at the intersection of last said Southwesterly line and the centerline of a creek; thence Southerly, departing said Southwesterly line, and along the meanders of said creek, a distance of 13792 feet, more or less, to a point being located at the confluence of said creek and said McQueen Creek; thence Southwesterly, departing said creek and along the meanders of said McQueen Creek, a distance of 5731 feet, more or less; thence S 02°17'19" E, departing the centerline of said McQueen Creek, a distance of 1772 feet, more or less, to the Point of Beginning.



 Central Development Area

NASSAU FOREST  
NASSAU COUNTY, FL  
Exhibit A



0 5,000 10,000  
Feet

**PREPARED BY:**

TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 10<sup>th</sup> day of June, 2009, from **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership (f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a Rayonier Forest Resources, L.P.), whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **RAYONIER EAST NASSAU TIMBER PROPERTIES V, LLC**, a Delaware limited liability company, whose address is 50 North Laura Street, Suite 1900, Jacksonville, Florida 32202 ("Grantee").

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# 41-3N-26-0000-0001-0000  
50-3N-27-0000-0001-0000  
54-3N-27-0000-0001-0000  
55-3N-27-0000-0001-0000  
56-3N-27-0000-0001-0000

**GRANTOR RESERVES UNTO ITSELF**, its successors and assigns, all hunting rights and privileges, and other miscellaneous forest and agricultural product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor hereby reserves said miscellaneous forest and agricultural products together with the right to enter upon the Property with men, machinery and equipment to harvest and remove said miscellaneous forest and agricultural products. Furthermore GRANTOR reserves unto itself, its successors and assigns, the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until GRANTEE transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time GRANTOR will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2008; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

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IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER FOREST RESOURCES, L.P.**  
By its Managing General Partner: **RAYONIER**  
**TIMBERLANDS MANAGEMENT, LLC**

Laura H. Davis  
Laura H. Davis (Print)

By: Larry Davis  
Larry Davis  
Its: Director, Eastern Forest Resources

Melanie Williams  
Melanie Williams (Print)

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of June, 2009, by Larry Davis, Director, Eastern Forest Resources and Tracy K. Arthur, Assistant Secretary, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.

Robyn J. Friendly  
Notary Public, State of Florida  
Robyn J. Friendly  
My Commission Expires: 02/06/2010  
Commission No.: DD514969



ROBYN J. FRIENDLY  
MY COMMISSION # DD 514969  
EXPIRES: February 6, 2010  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**  
(Center City Area)

A parcel of land lying conjointly in the E. Waterman Grant (Section 50) and the John Carr Grant (Section 56), Township 3 North, Range 27 East and also being a part of the E. Waterman Grant (Section 41), Township 3 North, Range 26 East, all being located in Nassau County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of the E. Waterman Grant (Section 41), Township 3 North, Range 26 East, Nassau County, Florida; thence, on the South line of said Section 41, S 89°13'01" W, a distance of 1543.94 feet, to a point being on the Easterly Right of Way line of Interstate 95 (A variable width Right of Way, as now established); thence departing said South line and on said Easterly Right of Way line, N 17°24'00" W, a distance of 5768 feet, more or less, to a point being located at the intersection of said Easterly Right of Way line and the centerline of a creek; said point also being the Point of Beginning, of the herein described parcel of land; thence continuing on said Easterly Right of Way line, N 17°24'00" W, a distance of 6142 feet, more or less, to the North line of the E. Waterman Grant (Section 41); thence, departing said Easterly Right of Way line and on the North line of said E. Waterman Grant (Section 41), S 88°29'38" E, a distance of 2099.47 feet, to a point being located on the West line of those lands as described in Official Records 1128, Page 1599 of the Public Records of said Nassau County, Florida; said point also being located on the West line of the N. Wildes Grant (Section 39), Township 1 North, Range 26 East, Nassau County, Florida; thence, along said West line, S 02°50'39" W, a distance of 1449.81 feet, to a point being located at the Southwest corner of last described lands, and on the South line of the N. Wildes Grant (Section 57), Township 3 North, Range 27 East; thence S 89°43'17" E, departing said West line and along the South line of said lands, a distance of 4783.49 feet, to a point being located at the Southeast corner of said lands; thence, departing said South line and along the East line of said lands, N 02°54'46" E, a distance of 1529 feet, more or less, to a point being located at the intersection of said East line and the centerline of Lofton Creek; thence departing said Easterly line and along the centerline of said Lofton Creek, Northeasterly, a distance of 2188 feet, more or less, to a point being located on the Southwesterly Right of Way line of the CSX Railroad; thence departing said Lofton Creek centerline and on said Southwesterly Right of Way line, through the following courses and distances: S 33°34'41" E, a distance of 856 feet, more or less, to a point being located at the Point of Curvature of a curve concave Northeasterly, having a radius of 5967.15 feet; thence, on and around the arc of said curve, through a central angle of 5°53'00", an arc distance of 612.72 feet, to a point being a Point of Tangency; said curve being subtended by a chord bearing and distance of S 36°31'11" E, 612.45 feet; thence S 39°27'41" E, a distance of 5388 feet, more or less, to a point being located at the intersection of said Southwesterly Right of Way line and the centerline of a creek; thence, departing said Southwesterly Right of Way line and on said creek centerline, Southerly, Northwesterly, and Southwesterly, a distance of 13218 feet, more or less, to the Point of Beginning.

**EXHIBIT "A"**  
(Center City Area)

AND

A parcel of land lying conjointly in the John Carr Grant (Section 56), the E. Waterman Grant (Section 50), and the W & J Lofton Grant (Section 55), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of aforesaid J Lofton Grant (Section 55), Township 3 North, Range 27 East; thence on the Westerly line of aforesaid said Section 55, and along the Westerly line of those lands as described in Official Records 440, Page 22, Official Records 1856, Page 803, and Official Records 697, Page 547, and Official Records 590, Page 820 of the Public Records of said Nassau County, Florida, N 45°40'37" W, a distance of 1292.28 feet, to a point being located on the Westerly line of said lands described in Official Records 590, Page 820; said point also being the Point of Beginning, of the herein described parcel of land; thence continuing along last described line N 45°40'37" W, a distance of 892.12 feet, to a point being located at the Northwestern corner of said Official Records 590, Page 820; thence, departing said Westerly line and on a the Northerly line of those lands described in Official Records 590, page 820, N 44°54'43" E, a distance of 1645 feet, more or less, to a point being located at the intersection of last said Northerly line and the centerline of Lofton Creek; thence Westerly, departing said Northerly line and along said creek centerline, a distance of 2243 feet, more or less, to a point being located at the intersection of the centerline of said Lofton Creek and the Northeasterly Right of Way line of U.S. Highway 17 (A variable width Right of Way, as now established); thence departing said centerline and along said Northeasterly Right of Way line, through the following courses and distances: thence S 33°34'41" E, a distance of 787 feet, more or less, to a point being located at a Point of Curvature of a curve concave Northeasterly, having a radius of 5629.65 feet; thence on and around the arc of said curve, through a central angle of 05°53'00", an arc distance of 578.06 feet, to a Point of Tangency; said curve being subtended by a chord bearing and distance of S 36°31'11" E, a distance of 577.81 feet; thence S 39°27'41" E, a distance of 897.57 feet; thence, departing said Northeasterly Right of Way line, and on the Northerly most line of those lands as described in Official Records 1186, Page 866 and Official Records 1163, Page 95, N 50°32'19" E, a distance of 428.71 feet, to the Point of Beginning.



**EXHIBIT "A"**  
(Center City Area)

AND

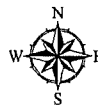
A parcel of land lying conjointly in the E. Waterman Grant (Section 50) and the W & J Lofton Grant (Section 54), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Westerly most corner of said Section 54 of the W & J Lofton Grant; said point also being located at the Southwest corner of those lands as described in Official Records 440, Page 22 of the Public Records of said Nassau County; thence on the Northerly most line of said Section 54, and on the Southerly most line of those lands as described in Official Records 440, Page 22, Official Records 145, Page 680, Official Records 759, Page 123, and Official Records 762, Page 958, N 44°54'43" E, a distance of 2735 feet, more or less, to the intersection of last described line and the centerline of Lofton Creek; thence, departing said Southerly most line and on said centerline of Lofton Creek, Southeasterly a distance of 2814 feet, more or less, to a point being located at the Northeasterly most corner of those lands as described in Official Records 222, Page 482, of said Nassau County, Florida; thence departing said centerline and on the Northerly most line of said Official Records 222, Page 482, S 43°33'53" W a distance of 2177 feet, more or less, to a point being located at the Northwesterly most corner of said lands; thence departing said Northerly most line and on the Westerly most line of said Official Records 222, Page 482, S 46°41'47" E, a distance of 984.74 feet; thence, departing said Westerly most line, S 44°15'32" W, a distance of 775.57 feet, to a point being located on the Northeasterly Right of Way line of U.S. Highway 17 (a variable width Right of Way, as now established); thence on said Northeasterly Right of Way line through the following courses and distances; N 46°37'41" W, a distance of 1667.96 feet, to a point being located at the Point of Curvature of a curve concave Northeasterly, having a radius of 5629.65 feet; thence on and around the arc of said curve, through a central angle of 07°10'00", an arc distance of 704.16 feet, to a Point of Tangency; said curve being subtended by a chord bearing and distance of N 43°02'41" W, a distance of 703.70 feet; thence N 39°27'41" W, a distance of 2470.26 feet; thence departing said Northeasterly Right of Way line, and along the Northerly most line of those lands as described in Official Records 1306, Page 335 and Official Records 1306, Page 337, N 50°32'19" E, a distance of 459.13 feet, to a point being located on the Westerly most line of those lands as described in Official Records 697, Page 547; thence along said Westerly most line and along the Westerly most line of those lands as described in Official Records 1856, Page 803 and Official Records 440, Page 22, S 45°40'37" E, a distance of 1017.66 feet, to the Point of Beginning.



City Center Area

NASSAU FOREST  
NASSAU COUNTY, FL  
Exhibit A



0 5,000 10,000  
Feet

**WARRANTY DEED**

**OR BOOK    1624            PAGE 1742**

- 50-3N-27-0000-0001-0310
- 55-3N-27-0000-0001-0000

**PREPARED BY:**

TRACY K. ARTHUR, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**RETURN TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**

(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 10<sup>th</sup> day of June, 2009, from **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership (f/k/a Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, by name change n/k/a Rayonier Forest Resources, L.P.), whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to **RAYONIER EAST NASSAU TIMBER PROPERTIES VI, LLC**, a Delaware limited liability company, whose address is 50 North Laura Street, Suite 1900, Jacksonville, Florida 32202 ("Grantee").

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described at EXHIBIT A, attached hereto and by reference made a part hereof (the "Property").

**TAX PARCEL ID#** 01-3N-26-0000-0001-0000  
02-3N-26-0000-0001-0000  
11-3N-26-0000-0001-0000  
14-3N-26-0000-0001-0000  
41-3N-26-0000-0001-0000  
41-3N-26-0000-0003-0000  
50-3N-27-0000-0001-0000

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**GRANTOR RESERVES UNTO ITSELF**, its successors and assigns, all hunting rights and privileges, and other miscellaneous forest and agricultural product rights and privileges upon the Property herein described, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. Grantor hereby reserves said miscellaneous forest and agricultural products together with the right to enter upon the Property with men, machinery and equipment to harvest and remove said miscellaneous forest and agricultural products. Furthermore GRANTOR reserves unto itself, its successors and assigns, the rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon. All rights hereunder are reserved until GRANTEE transfers ownership of all or any portion of the Property to a non-affiliated entity, at which time GRANTOR will execute a Quit Claim Deed(s) terminating this reservation on the applicable portion of the Property.

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2008; cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anyway appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER FOREST RESOURCES, L.P.**  
By its Managing General Partner: **RAYONIER**  
**TIMBERLANDS MANAGEMENT, LLC**

Laura L. Davis  
Laura L. Davis (Print)

By: Larry Davis  
Larry Davis  
Its: Director, Eastern Forest Resources

Melanie Williams  
Melanie Williams (Print)

Attest: Tracy K. Arthur  
Tracy K. Arthur  
Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of June, 2009, by Larry Davis, Director, Eastern Forest Resources and Tracy K. Arthur, Assistant Secretary, of Rayonier Timberlands Management, LLC., a Delaware limited liability company, as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, and who are personally known to me.

Robyn J. Friendly  
Notary Public, State of Florida  
Robyn J. Friendly  
My Commission Expires: 02/06/2010  
Commission No.: DD514969



ROBYN J. FRIENDLY  
MY COMMISSION # DD 514969  
EXPIRES: February 6, 2010  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**  
(Workplace North Area)

A parcel of land, lying conjointly in part of Section 1, part of Section 2, part of Section 11, part of Section 14, and part of the Heirs of E. Waterman Grant (Section 41), being located North of County Road No. 108, West of the CSX Railroad Right-of-Way, and East of Interstate I-95, Township 3 North, Range 26 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the Southwest corner of said Section 1; thence S 88°46'47" E, along the South line of said Section 1, a distance of 318.36 feet, to a point being located on the Southwesterly Right-of-Way line of CSX Railroad (A variable width Right-of-Way, as now established); said point also being the Point of Beginning, of the herein described parcel of land; thence N 33°36'41" W, departing said South line and on said Southwesterly Right-of-Way line, a distance of 1551.88 feet, to a point being located at the Southeasterly corner of those lands as described in Official Records 260, Page 357, of the Public Records of Nassau County, Florida; thence S 88°34'35" W, departing said Southwesterly Right-of-Way line and on the South line of said lands, a distance of 173.92 feet, to a point being located at the Southwest corner of said lands; thence N 33°35'08" W, departing said South line and on the West line of said lands, a distance of 500.00 feet, to a point being located at the Northwest corner of said lands; thence N 88°34'35" E, departing said West line and on the North line of said lands, a distance of 173.66 feet, to a point being located on said Southwesterly Right-of-Way line of CSX Railroad; thence N 33°36'41" W, departing said North line and on said Southwesterly Right-of-Way line of CSX Railroad, a distance of 890.93 feet, to a point being located at the intersection of said Southwesterly Right-of-Way line of CSX Railroad and the Northeasterly Right-of-Way line of Interstate I-95 (A variable width Right-of-Way, as now established); thence, departing said Southwesterly Right-of-Way of CSX Railroad and on the Northeasterly Right-of-Way line of Interstate I-95, through the following courses and distances: thence S 24°26'42" W, a distance of 1891.95 feet, to a point being located on a curve concave Easterly, having a radius of 6769.49 feet; thence on and around the arc of said curve, through a central angle of 41°19'30", an arc distance of 4882.54 feet, to a point being located at a point of tangency; said curve being subtended by a chord bearing and distance of S 03°26'06" W, a distance of 4777.40 feet; thence S 17°13'39" E, a distance of 551.33 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the Northerly Right-of-Way line of County Road No. 108 (A 80 foot Right-of-Way, as now established); thence departing said Northeasterly Right-of-Way line and on said Northerly Right-of-Way line, through the following courses and distances; thence S 67°13'14" E, a distance of 589.65 feet; thence S 73°03'39" E, a distance of 6793.46 feet, to a point being located at the intersection of said Northerly Right-of-Way line and said Southwesterly Right-of-Way line of CSX Railroad; thence departing said Northerly Right-of-Way line and on said Southwesterly Right-of-Way line of CSX Railroad, through the following courses and distances; thence N 33°35'11" W, a distance of 5321.30 feet; thence N 33°36'41" W, a distance of 2819.45 feet, to the Point of Beginning.

**LESS AND ACCEPT:** Those lands as described in Official Records 942, Page 384, Official Records 883, Page 1590, Official Records 319, Page 540, Official Records 1148, Page 117, and Official Records 1148, Page 115.

**EXHIBIT "A"**  
(Workplace North Area)

AND

A parcel of land lying conjointly and being located in part of Section 11, part of Section 14, part of Section 23, part of the Henry Young Grant (Section 40), and part of the Heirs of E. Waterman Grant (Section 41), Township 3 North, Range 26 East; and also being located in part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East; being located South of County Road No. 108, West of the CSX Railroad, and East of Interstate I-95, Nassau County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 11, Township 3 North, Range 26 East; thence S 00°30'54" E, on the East line of Section 11, a distance of 5400.36 feet, to a point being located on the Southerly Right-of-Way line of County Road No. 108 (A 80 foot Right-of-Way, as now established); said point also being located at the Northeast corner of those lands as described in Official Records 538, Page 1218, of the Public Records of Nassau County, Florida, and also being the Point of Beginning, of the herein described parcel of land; thence S 73°03'39" E, on said Southerly Right-of-Way line, a distance of 5063.36 feet, to a point being located at the intersection of said Southerly Right-of-Way line and the Southwesterly Right-of-Way line of CSX Railroad (A variable width Right-of-Way, as now established); thence departing said Southerly Right-of-Way line and on said Southwesterly Right-of-Way line of CSX Railroad, through the following courses and distances; thence S 33°35'11" E, a distance of 1401.32 feet; thence S 33°39'41" E, a distance of 3714.35 feet, to a point being located at the Northeasterly most corner of those lands as described in Official Records 1232, Page 954, of said Public Records of Nassau County, Florida; thence S 57°07'39" W, departing said Southwesterly Right-of-Way line and along the Northerly line of said lands, a distance of 166.92 feet, to a point being located at the Northwesterly most corner of said lands; thence S 40°55'15" E, departing said Northerly line and on the Westerly line of said lands, and along the Westerly line of those lands as described in Official Records 875, Page 1070, of said Public Records, a distance of 319.59 feet, to a point being located at the Southwesterly most corner of those lands described in Official Records 875, Page 1070; thence N 57°07'39" E, departing said Westerly line and on the Southerly line of those lands described in Official Records 875, Page 1070, a distance of 126.08 feet, to a point being located on said Southwesterly Right-of-Way line of the CSX Railroad; thence S 33°34'41" E, departing said Southerly line and on said Southwesterly Right-of-Way line, a distance of 3881 feet, more or less, to a point being located at the intersection of said Southwesterly Right-of-Way line and the centerline of Lofton Creek; thence Southwesterly, departing said Southwesterly Right-of-Way line and along the meanders of the centerline of Lofton Creek, a distance of 2173 feet, more or less, to a point being located at the intersection of the centerline of Lofton Creek and the East line of those lands as described in Official Records 628, Page 608, of said Public Records of Nassau County, Florida, said East Line also being the East line of Section 57, Township 3 North, Range 27 East of said county; thence N 03°10'31" E, departing said Lofton Creek



Exhibit "A"  
Workplace North Area

centerline and on said East Section line, a distance of 1323 feet, more or less, to a point being located at the Northeast corner of said Section 57; thence N 89°42'55" W, departing said East line and on said North Section Line, a distance of 2135.10 feet, to a point being located on the East line of Section 39, Township 3 North, Range 26 East of said county; thence N 01°08'29" W, departing said North line, and on said East line, a distance of 561.82 feet, to a point being located at the Northeast corner of said Section 39; thence N 89°59'50" W, departing said East line and on the North line of said Section, a distance of 2617.06 feet, to a point being located at the Northwest corner of said lands, said point also being the Northeast corner of Henry Young Grant (Section 40); thence along the North line of said Grant, N 88°48'05" W, a distance of 2802.78 feet, to a point being located at the intersection of said North line and the Northeasterly Right-of-Way line of Interstate I-95 (A variable width Right-of-Way, as now established); thence, N 17°13'39" W, departing said North line and on said Northeasterly Right-of-Way line, a distance of 10873.38 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the Southerly Right-of-Way line of said County Road No. 108; thence departing said Northeasterly Right-of-Way line and on said Southerly Right-of-Way line, through the following courses and distances; thence S 77°59'01" E, a distance of 466.13 feet; thence South 73°03'39" East, a distance of 1827.24 feet, to the Point of Beginning.

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**EXHIBIT "A"**  
(Workplace North Area)

AND

A parcel of land lying conjointly and being located in part of the Heirs of E. Waterman Grant (Section 41), Township 3 North, Range 26 East; and also being located in part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

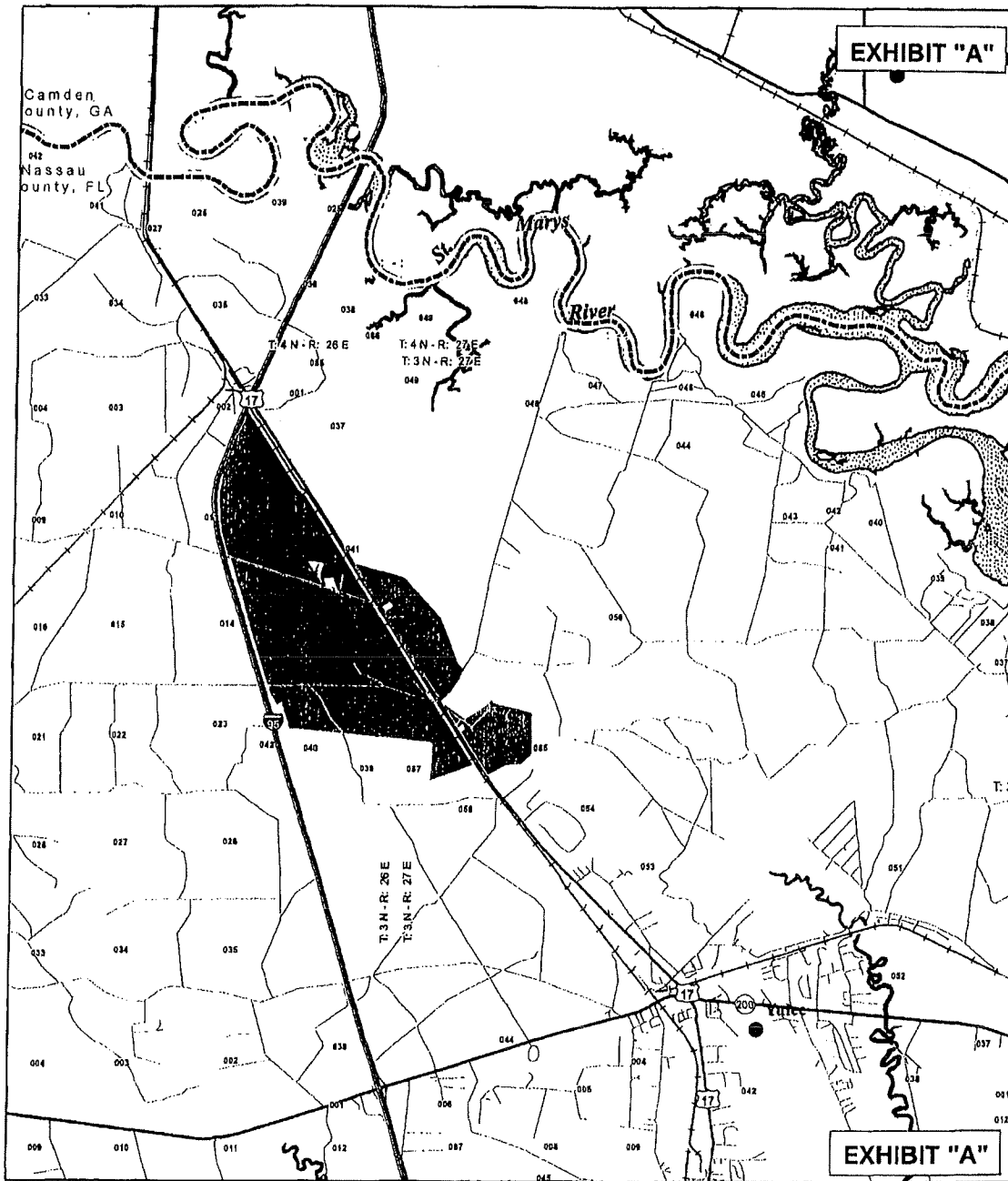
Begin at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width right-of-Way, as now established) and the Northerly Right-of-Way line of Crandall Road (A 40 foot County maintained Right-of-Way, as now established); thence N 33°08'19" W, along said Northeasterly Right-of-Way line of U.S. Highway 17, a distance of 5113.40 feet, to a point being located at the Southwesterly corner of those lands as described in Official Records 611, Page 651, of the Public Records of Nassau County, Florida; thence N 56°18'35" E, departing said Northeasterly Right-of-Way line and along the Southerly line of said lands, a distance of 416.11 feet, to a point being located at the Southeasterly corner of said lands; thence N 33°20'26" W, departing said Southerly line and on the Easterly line of said lands, and along the Easterly line of those lands as described in Official Records 1026, Page 1123, a distance of 315.02 feet, to a point being located at the Northeasterly corner of said lands recorded in Official Records 1026, Page 1123; thence S 56°18'35" W, departing said Easterly line and on the Northerly line of said lands, a distance of 415.00 feet, to a point being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence N 33°08'19" W, departing said Northerly line and on said Northeasterly Right-of-Way line, a distance of 2094.04 feet, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of a creek; thence Southeasterly, departing said Northeasterly Right-of-Way line and along the meanders of the centerline of said creek, a distance of 7741 feet, more or less, to a point being located at the intersection of said creek centerline and said Northwesternly Right-of-Way line of Crandall Road; thence departing said creek centerline and on said Northwesternly Right-of-Way line, through the following courses and distances; thence S 32°10'23" W, a distance of 1038.24 feet; thence S 44°52'37" W, a distance of 483.85 feet, to the Point of Beginning.


**EXHIBIT "A"**  
(Workplace North Area)

AND

A parcel of land lying conjointly and being located in part of the E. Waterman Grant (Section 50) and part of the W & J Lofton Grant (Section 55), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (A variable width Right-of-Way, as now established) and the Northerly Right-of-Way line of Crandall Road (A 40 foot County maintained Right-of-Way, as now established); thence S 33°08'19" E, along said Northeasterly Right-of-Way line of U.S. Highway No. 17, a distance of 466.72 feet, to a point being located at the Southerly most corner of those lands as described in Official Records 756, Page 587, of the Public Records of Nassau County, Florida and also being the Point of Beginning of the herein described parcel of land; thence S 33°34'41" E, continuing along said Northeasterly Right-of-Way line, a distance of 1131.11 feet, to a point being located at the Northwestern corner of those lands as described in Official Records 87, Page 429; thence N 55°51'50" E, departing said Northeasterly Right-of-Way line and on the Northerly line of said lands, a distance of 205.81 feet, to a point being located at the Northeasterly corner of said lands; thence S 33°34'41" E, departing said Northerly line and on the Easterly line of said lands, a distance of 208.01 feet, to a point being located at the Southeasterly corner of said lands; thence S 55°51'50" W, departing said Easterly line and on the Southerly line of said lands, a distance of 205.81 feet, to a point being located at the Southwesterly corner of said lands; said point also being located on said Northeasterly Right-of-Way line of U.S. Highway No. 17; thence S 33°34'41" E, departing said Southerly line and on said Northeasterly Right-of-Way line, a distance of 1872 feet, more or less, to a point being located at the intersection of said Northeasterly Right-of-Way line and the centerline of Lofton Creek; thence Easterly, departing said Northeasterly Right-of-Way line and on the meanders of the centerline of said Lofton Creek, a distance of 2243 feet, more or less, to a point being located on the Northwestern line of those lands as described in Official Records 590, Page 820, of said Public Records; thence N 44°40'20" E, departing the centerline of said Lofton Creek and on the Northwestern line of said lands, a distance of 410.21 feet, to a point being located at the Northeasterly corner of said lands; thence S 02°17'19" E, departing said Northwestern line, a distance of 1772 feet, more or less, to a point being located on the centerline of Mc Queen Creek; thence Westerly, along the meanders of the centerline of said Mc Queen Creek, a distance of 2224 feet, more or less; thence S 56°10'12" W, a distance of 1377 feet, more or less, to a point being located at the Southerly most corner of those lands as described in Official Records 1131, Page 1698, of said Public Records; thence N 54°59'13" W, along the Southwesterly line of said lands, and along the Southwesterly line of those lands as described in Official Records 725, Page 169, Official Records 725, Page 172, and Official Records 309, Page 673, a distance of 1053.12 feet, to a point being located at the Northwestern most corner of said lands recorded in Official Records 309, Page 673; thence S 56°17'52" W, along the Southerly line of said lands recorded in Official Records 756, Page 587, a distance of 64.36 feet, to the Point of Beginning.



 Workplace North Area

NASSAU FOREST  
NASSAU COUNTY, FL  
Exhibit A



0 5,000 10,000  
Feet

**WARRANTY DEED**

**OR BOOK     1861**

**PAGE 1530**

- 50-3N-27-0000-0001-0320
- 50-3N-27-0000-0002-0010
- 50-3N-27-0000-0001-0330
- 51-3N-27-4780-0003-0000

**PREPARED BY:**

MARK R. BRIDWELL, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**RETURN TO:**

MARK R. BRIDWELL, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**

(Florida Property)

THIS SPECIAL WARRANTY DEED is made this 1st day of June, 2013, from TERRAPOINTE LLC, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1301 Riverplace Blvd., Suite 2300, Jacksonville, Florida 32207 ("Grantor"), to **TIMBERLANDS HOLDING COMPANY NO. 1, INC.**, a Delaware corporation, whose address is 1301 Riverplace Boulevard, Suite 2300, Jacksonville, FL 32207 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in **Nassau County, Florida** as more particularly described at **EXHIBIT A**, attached hereto and by reference made a part hereof (the "Property").

TAX PARCEL ID# 50-3N-27-0000-0001-0250; 48-3N-27-0000-0001-0000; 49-3N-27-0000-0001-0000; 50-3N-27-0000-0001-0250; 50-3N-27-0000-0001-0260; 50-3N-27-0000-0001-0090; 50-3N-27-0000-0002-0010; 48-3N-27-0000-0001-0000; 41-3N-27-0000-0001-0000; 50-3N-27-0000-0001-0240; 42-3N-27-0000-0001-0000; 43-3N-27-0000-0001-0020; 43-3N-27-0000-0001-0000; 43-3N-27-0000-0001-0010; 01-3N-26-0000-0001-0040; 01-3N-26-0000-0001-0060; 41-3N-26-0000-0001-0010; 37-3N-26-0000-0001-0010

**This deed is exempt from Documentary Stamp Tax under 201.02 F.S. pursuant to Section 3, Chapter 2009-131, Laws of Florida.**

**THIS CONVEYANCE IS SUBJECT TO:** Ad valorem property taxes accruing subsequent to December 31, 2012, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

*(SIGNATURES ON FOLLOWING PAGE)*

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

Laura L. Davis  
Laura L. Davis (Print)  
Amy Warrington  
Amy Warrington (Print)

**TERRAPOINTE LLC**

By: Mark R. Bridwell  
Mark R. Bridwell  
Its: Vice President

Attest: Cynthia L. Jones  
Cynthia L. Jones  
Its: Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF NASSAU**

THE FOREGOING INSTRUMENT was acknowledged before me this 31<sup>st</sup> day of May, 2013, by Mark R. Bridwell, as Vice President and Cynthia L. Jones, Assistant Secretary, of TERRAPOINTE LLC, a Delaware limited liability company, and who are personally known to me.



ELIZABETH M. LOWE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission No. EE136960  
Expires 10/10/2015

Elizabeth M. Lowe  
Print Name: Elizabeth M. Lowe  
Notary Public, State of Florida  
My Commission Expires: 10/10/15  
Commission No.: EE136960



**EXHIBIT "A"**  
**Nassau County, Florida**

**PARCEL 1**

East Nassau Alternate 3-1 Cmp 1-1-19,20,21,22,23;1-3-1

A parcel of land, being a portion of the Spicer S. Christopher Grant, Section 48, the Charles Seton Grant, Section 49 and the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.5 foot Right-of-Way at this point) and the Northwesterly Right-of-Way line of Crandall Road (a 40 foot County maintained Right-of-Way); thence on said Northwesterly Right-of-Way line of said Crandall Road for the next 2 courses, N 46°25'51" E, a distance of 481.84 feet; thence N 32°05'53" E, a distance of 1039 feet more or less to the centerline of McQueen Creek and the Point of Beginning; thence continue on said Northwesterly Right-of-Way line for the next 8 courses, N 32°05'53" E, a distance of 1379.87 feet to the beginning of a curve, concave Northwest, having a radius of 980.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 347.50 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 345.68 feet to the curves end; thence N 11°46'53" E, a distance of 3953.50 feet; thence N 13°38'05" E, a distance of 600.31 feet; thence N 15°36'12" E, a distance of 2912.08 feet; thence N 16°05'53" E, a distance of 2532.70 feet; thence N 17°11'45" E, a distance of 3439.63 feet; thence N 16°50'41" E, a distance of 751.87 feet; thence departing said Northwesterly Right-of-Way line, N 76°12'02" W, a distance of 1786.35 feet; thence S 78°14'45" W, a distance of 302.54 feet; thence S 65°18'16" W, a distance of 260.85 feet; thence N 89°14'59" W, a distance of 308.71 feet; thence S 15°49'10" W, a distance of 311.19 feet; thence S 45°30'12" E, a distance of 228.11 feet; thence S 18°15'16" W, a distance of 252.10 feet; thence S 04°07'55" E, a distance of 118.22 feet; thence S 77°19'52" W, a distance of 392.82 feet; thence S 24°33'47" W, a distance of 293.88 feet; thence S 48°37'11" W, a distance of 239.11 feet; thence S 31°27'32" W, a distance of 315.53 feet; thence S 15°28'02" W, a distance of 229.21 feet; thence S 30°24'41" W, a distance of 456.54 feet; thence S 25°17'24" W, a distance of 234.42 feet; thence S 42°29'15" W, a distance of 174.41 feet; thence S 75°50'38" W, a distance of 226.97 feet; thence S 86°39'49" W, a distance of 360.06 feet; thence S 46°19'25" W, a distance of 278.03 feet; thence S 77°47'53" W, a distance of 661.12 feet; thence S 81°26'59" W, a distance of 379.22 feet; thence S 61°13'17" W, a distance of 324.42 feet; thence S 62°17'32" W, a distance of 375.69 feet; thence S 49°11'12" W, a distance of 222.12 feet; thence S 68°01'30" W, a distance of 389.81 feet; thence S 79°53'38" W, a distance of 297.29 feet; thence N 77°41'02" W, a distance of 350.82 feet; thence N 65°50'15" W, a distance of 408.42 feet; thence N 67°52'40" W, a distance of 233.17 feet; thence N 46°16'37" W, a distance of 339.24 feet to a point on the West line of the Charles Seton Grant, Section 49, Township 3 North, Range 27 East, Nassau County, Florida; thence on said West line S 01°05'42" E, a distance of 2306.07 feet; thence departing said West line and on the centerline of a Forest Road, S 06°43'13" E, a distance of 3254.66 feet to a point on the centerline of a Forest Road; thence departing said centerline and on said centerline, S 78°11'32" W, a distance of 324.69 feet to a point on the

West line of the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida; thence departing said centerline and on said West line, S 01°05'42" E, a distance of 2139 feet more or less to the aforesaid centerline of McQueen Creek; thence departing said West line and on the meanders of said centerline, Southeasterly a distance of 6229 feet more or less to the Point of Beginning.

## **PARCEL 2**

East Nassau Alternate 3-2 Cmp 1-1-15,16,17,18;1-3-2

A parcel of land, being a portion of the J. Smith Grant, Section 44, the Spicer S. Christopher Grant, Section 48, the E. Waterman Grant, Section 50 and W & J Lofton Grant, Section 55, Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the intersection of the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a 137.5 foot Right-of-Way at this point) and the Northwesterly Right-of-Way line of Crandall Road (a 40 foot County maintained Right-of-Way); thence on said Northeasterly Right-of-Way line of U.S. Highway No. 17, S 32°52'39" E, a distance of 40.71 feet to a point on the Southeasterly Right-of-Way line of said Crandall Road; thence departing said Northeasterly Right-of-Way line and on said Southeasterly Right-of-Way line, N 46°25'51" E, a distance of 494.42 feet to the Point of Beginning; thence continue on said Southeasterly Right-of-Way line for the next 7 courses, N 32°05'53" E, a distance of 2423.75 feet to the beginning of a curve, concave Northwest, having a radius of 1020.00 feet and a central angle of 20°18'59"; thence on the arc of said curve a distance of 361.68 feet said arc being subtended by a chord which bears N 21°56'23" E, a distance of 359.79 feet to the curves end; thence N 11°46'53" E, a distance of 3952.85 feet; thence N 13°38'05" E, a distance of 598.98 feet; thence N 15°36'12" E, a distance of 2911.22 feet; thence N 16°05'53" E, a distance of 2532.15 feet; thence N 17°11'45" E, a distance of 1568.89 feet to a point on the centerline of Forest Road No. 15; thence departing said Southeasterly Right-of-Way line and on the centerline of Forest Road No. 15 for the next 17 courses, S 78°40'38" E, a distance of 123.71 feet to the beginning of a curve, concave Southwest, having a radius of 400.00 feet and a central angle of 28°34'14"; thence on the arc of said curve a distance of 199.46 feet said arc being subtended by a chord which bears S 64°23'31" E, a distance of 197.40 feet to the curves end; thence S 50°06'25" E, a distance of 1058.69 feet to the beginning of a curve, concave Northeast, having a radius of 500.00 feet and a central angle of 23°40'13"; thence on the arc of said curve a distance of 206.56 feet said arc being subtended by a chord which bears S 61°56'31" E, a distance of 205.10 feet to the curves end; thence S 73°46'38" E, a distance of 881.79 feet; thence S 72°59'32" E, a distance of 644.15 feet to the beginning of a curve, concave Northeast, having a radius of 600.00 feet and a central angle of 23°27'41"; thence on the arc of said curve a distance of 245.69 feet said arc being subtended by a chord which bears S 84°43'23" E, a distance of 243.97 feet to a point of reverse curvature of a curve having a radius of 600.00 feet and a central angle of 24°36'12"; thence on the arc of said curve a distance of 257.64 feet said arc being subtended by a chord which bears S 84°09'07" E, a distance of 255.67 feet to the curves end; thence S 71°51'02" E, a distance of 411.78 feet; thence S 74°01'48" E, a distance of 819.63 feet; thence S 72°08'22" E, a distance of 351.42

feet; thence S 74°45'36" E, a distance of 1168.92 feet to the beginning of a curve, concave Southwest, having a radius of 1000.00 feet and a central angle of 19°22'16"; thence on the arc of said curve a distance of 338.09 feet said arc being subtended by a chord which bears S 65°04'28" E, a distance of 336.48 feet to the curves end; thence S 55°23'20" E, a distance of 868.19 feet to the beginning of a curve, concave Northeast, having a radius of 1500.00 feet and a central angle of 10°29'14"; thence on the arc of said curve a distance of 274.56 feet said arc being subtended by a chord which bears S 60°37'57" E, a distance of 274.17 feet to the curves end; thence S 65°52'34" E, a distance of 993.32 feet; thence S 60°48'22" E, a distance of 216 feet more or less to the centerline of a Creek; thence departing said centerline of Forest Road No. 15 and on the meanders of said centerline of a Creek, Southerly a distance of 13,740 feet more or less to the centerline of McQueen creek; thence departing said centerline of a Creek and on the meanders of said centerline of McQueen Creek, Westerly a distance of 8298 feet more or less to a point on the Easterly prolongation of the Southerly line of those lands as described in Official Records 1171, Page 330, of the Public Records of Nassau County, Florida; thence departing said centerline of a Creek and on said Easterly prolongation of the Southerly line, S 57°00'06" W, a distance of 468.69 feet to the Southeast corner of said lands; thence departing said Easterly prolongation of the Southerly line and on the Easterly line of said lands and the Easterly line of those lands as described in Official Records 725, Page 169 and Official Records 725, Page 172, of said Public Records, N 32°52'44" W, a distance of 1651.85 feet to the Northeast corner of said lands as described in Official Records 725, Page 172; thence departing said Easterly line and on the Northerly line of said lands and the Northerly line of those lands as described in Official Records 1042, Page 1729, Official Records 712, Page 1670 and Official Records 431, Page 581 of said Public Records, S 46°25'51" W, a distance of 906.79 feet to the Point of Beginning.

LESS: Those lands described in Official Records Book 235, Page 149 and Official Records Book 609, Page 780 all of the Public Records of Nassau County, Florida.

### **PARCEL 3**

East Nassau Alternate 3-3 Cmp 1-1-8,9;1-3-3,6

A parcel of land, being a portion of the W.Hobkirk Grant, Section 41, the G. Henning Grant, Section 42, the T May Grant, Section 43 and the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida and being more particularly described as follows:

Commence at the Northeast corner of the W.Hobkirk Grant, Section 41, Township 3 North, Range 27 East, Nassau County, Florida; thence S 43°14'51" W, a distance of 59.60 feet to the Point of Beginning; thence continue S 43°14'51" W, a distance of 20.40 feet; thence parallel with the Northerly line of the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, of said County, S 46°45'09" E, a distance of 2924 feet more or less to the centerline of Cone Creek; thence on the meanders of said centerline of Cone Creek, Southerly a distance of 1369 feet more or less to a point on the centerline of Forest Road No. 10; thence departing said centerline of Cone Creek and on said centerline of Forest Road No. 10 for the next 6

courses, S 89°10'27" W, a distance of 236 feet more or less; thence N 87°18'56" W, a distance of 764.13 feet to the beginning of a curve, concave Southeast, having a radius of 600.00 feet and a central angle of 18°56'49"; thence on the arc of said curve a distance of 198.41 feet said arc being subtended by a chord which bears S 83°12'40" W, a distance of 197.51 feet to the curves end; thence S 73°44'16" W, a distance of 280.06 feet to the beginning of a curve, concave Northwest, having a radius of 400.00 feet and a central angle of 22°18'23"; thence on the arc of said curve a distance of 155.73 feet said arc being subtended by a chord which bears S 84°53'27" W, a distance of 154.75 feet to the curves end; thence N 83°57'21" W, a distance of 774.56 feet; thence departing said centerline of Forest Road No. 10, N 37°48'33" W, a distance of 516.82 feet; thence N 34°51'09" W, a distance of 315.31 feet; thence N 06°08'26" W, a distance of 193.62 feet; thence N 37°19'08" W, a distance of 218.65 feet; thence N 12°19'44" W, a distance of 436.49 feet; thence S 85°20'57" W, a distance of 536.13 feet; thence N 80°35'27" W, a distance of 405.19 feet; thence N 89°42'26" W, a distance of 473.55 feet to a point on the centerline of Forest Road No. 11; thence on said centerline of Forest Road No. 11, N 00°36'55" E, a distance of 448.24 feet; thence departing said centerline of Forest Road No. 11, N 89°17'54" W, a distance of 708.29 feet; thence N 50°42'30" W, a distance of 386.48 feet; thence S 55°06'44" W, a distance of 267.90 feet; thence S 85°06'31" W, a distance of 839 feet more or less to the centerline of a Creek; thence on the meanders of said centerline of a Creek, Northerly a distance of 7151 feet more or less; thence departing said centerline of a Creek, S 89°24'39" E, a distance of 463.02 feet; thence N 42°02'30" E, a distance of 133.16 feet; thence N 80°39'51" E, a distance of 159.45 feet; thence S 87°51'11" E, a distance of 298.40 feet; thence N 14°45'55" E, a distance of 199.93 feet; thence N 85°07'07" E, a distance of 95.15 feet to a point on the centerline of Forest Road No. 13; thence on said centerline of Forest Road No. 13, S 06°49'09" W, a distance of 1424.37 feet to a point on the centerline of Forest Road No. 12; thence departing said centerline of Forest Road No. 13 and on said centerline of Forest Road No. 12 for the next 2 courses N 89°44'49" E, a distance of 1883.66 feet; thence S 89°21'04" E, a distance of 725.96 feet; thence departing said centerline of Forest Road No. 12, S 46°58'42" E, a distance of 3410.76 feet to the Point of Beginning.

#### **PARCEL 4**

East Nassau Alternate 3-4 Cmp 1-1-19,20,21

A parcel of land, being a portion of Section 1, the Heirs of E. Waterman Grant, Section 41 and the Charles Seton Grant, Section 37, Township 3 North, Range 26 East, and being a portion of the Charles Seton Grant, Section 49 and the E. Waterman Grant, Section 50, Township 3 North, Range 27 East, all in Nassau County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 1; thence on the South line of said Section 1, N 89°47'06" E, a distance of 798.08 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 17 (a variable width Right-of-Way) and the Point of Beginning; thence departing said South line and on the Northeasterly Right-of-Way line, N 32°54'39" W, a distance of 999.27 feet to the Southeast corner of those lands described in Official Records Book 1641, page 1573 of the Public Records of Nassau County, Florida; thence departing said

Northeasterly Right-of-Way line and on the Easterly line of said lands, N 24°41'55" E, a distance of 1774.23 feet; thence departing said Easterly line, S 64°49'09" E, a distance of 4794.14 feet to a point on the East line of the Charles Seton Grant, Section 37, Township 3 North, Range 26 East Nassau County, Florida said point also being on the West line of the Charles Seton Grant, Section 49, Township 3 North, Range 27 East of said County; thence on said West line S 01°05'42" E, a distance of 651.67 feet; thence departing said West line and on the centerline of a Forest Road, S 06°43'13" E, a distance of 3254.66 feet to a point on the centerline of a Forest Road; thence departing said centerline and on said centerline, S 78°11'32" W, a distance of 324.69 feet to a point on the East line of the Heirs of E. Waterman Grant, Section 41, Township 3 North, Range 26 East, Nassau County, Florida; thence departing said centerline and on said East line, S 01°05'42" E, a distance of 2139 feet more or less to the centerline of McQueen Creek; thence departing said East line and on the meanders of said centerline, Northwesterly a distance of 1425 feet more or less to a point on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said centerline and on said Northeasterly Right-of-Way line, N 32°53'09" W, a distance of 1929 feet more or less to the most Southwesterly corner of those lands described in Official Records Book 44, page 221 of the aforesaid Public Records; thence departing said Northeasterly Right-of-Way line and on the a Southerly line of said lands, N 57°06'51" E, a distance of 349.29 feet to an angle point; thence departing said Southerly line and on the Westerly line of said lands, S 32°53'09" E, a distance of 735.00 feet to the Southwesterly corner of said lands; thence departing said Westerly line and on the Southerly line of said lands, N 57°06'51" E, a distance of 650.71 feet to the Northeasterly line of said lands; thence departing said Southerly line and on the Easterly line of said lands and on the Easterly line of those lands described in Official Records Book 44, page 218 and Official Records Book 1415, page 574 of said Public Records, N 32°53'09" W, a distance of 1832.50 feet to the Northeasterly corner of said lands described in Official Records Book 1415, page 574; thence departing said Easterly line and on the Northerly line of said lands, S 57°06'51" W, a distance of 1000.00 feet to the Southwesterly corner of said lands said point also being on the aforesaid Northeasterly Right-of-Way line of U.S. Highway No. 17; thence departing said Northerly line and on said Northeasterly Right-of-Way line for the next 2 courses, N 32°53'09" W, a distance of 693.03 feet; thence N 32°54'39" W, a distance of 2428.71 feet to the Point of Beginning.

## **PARCEL 5**

East Nassau Mort 3-1 Central Development Area  
Cmp 1-1-8,9,10,12,13,14

A parcel of land, lying conjointly and being located in part of the John Wingate Grant (Section 53), part of the Thomas May Grant, (Section 43), part of the W&J Lofton Grant (Section 54), part of the W & J Lofton Grant (Section 55), and part of the E. Waterman Grant (Section 50), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Northerly most corner of those lands as described in Official Records 592, Page 820, of the Public Records of Nassau County, Florida; thence S 44°39'56" E, on the Easterly

most line of said lands, and on the Easterly most line of those lands as described in Official Records 697, Page 547, Official Records 950, Page 1376, Official Records 789, Page 479, Official Records 440, Page 22, Official Records 195, Page 468, and Official Records 762, Page 958, a distance of 2190.78 feet, to a point being located at the Northeast corner of said lands described in Official Records 762, Page 958; thence N 44°54'43" E, on the Northerly line of said Section 54, a distance of 649 feet, more or less, to a point being located at the centerline of a creek; thence Southeasterly, on the meanders of the centerline of said creek, a distance of 2814 feet, more or less, to a point being located at the Northerly most corner of those lands as described in Official Records 222, Page 482; thence S 46°01'04" E, departing the centerline of said creek and along the Easterly line of said lands and along the Easterly line of those lands as described in Official Records 222, Page 484, Official Records 83, Page 157, Official Records 992, Page 1079, and Official Records 222, Page 480, a distance of 4644.95 feet, to a point being located at the Northeasterly corner of said lands described in Official Records 222, Page 480; thence S 44°27'11" W, departing said Easterly line and along the Southeasterly line of said lands, a distance of 1120.87 feet, to a point being located at the Northerly most corner of those lands as described in Official Records 325, Page 159; thence S 27°37'26" E, departing said Southeasterly line and along the Easterly line of said lands, a distance of 2251.55 feet, to a point being located on the North Right-of-Way line of County Road No. 200-A (A 100 foot Right-of-Way, as now established); thence S 89°06'14" E, departing said Easterly line and along said North Right-of-Way line, a distance of 1569.81 feet, to a point being located at the Southwesterly most corner of those lands as described in Official Records 843, Page 1204, of said Public Records; thence N 44°00'02" E, departing said North Right-of-Way line and along the Northwesterly line of said lands, and on the Northwesterly line of those lands as described in Official Records 843, Page 1204, Official Records 772, Page 427, Official Records 1299, Page 1529, Official Records 911, Page 230, and Official Records 615, Page 446, a distance of 4750 feet, more or less, to a point being located on the Northwesterly line of said lands described in Official Records 615, Page 446; said point also being located at the centerline of McQueen Creek; thence Northerly, departing said Northwesterly line and on the meanders of the centerline of said McQueen Creek, a distance of 6204 feet, more or less, to the confluence of said McQueen creek and a creek; thence Northerly, departing the centerline of said McQueen Creek and on the meanders of a creek, a distance of 9936 feet, more or less, to a point being located at the confluence two creeks; thence, departing last said creek and along a creek, through the following courses and distances: thence S 86°45'40" W, a distance of 421.66 feet; thence N 69°34'52" W, a distance of 726.75 feet; thence N 42°46'45" W, a distance of 983.60 feet; thence N 05°57'45" W, a distance of 704.19 feet; thence N 41°45'08" E, a distance of 1091.81 feet; thence N 07°07'01" E, a distance of 326.37 feet, to a point; thence N02°02'06" E, a distance of 1723.71 feet, to a point; thence N 30°36'24" W, a distance of 795.17 feet, to a point; thence N 46°51'32" W, a distance of 555.72 feet, to a point being located on the Southeasterly line of the J. Smith Grant (Section 44); thence S 75°25'22" W, departing the centerline of said creek, and along said Southeasterly line, a distance of 1213.66 feet, to a point being located at the Southerly most corner of said J. Smith Grant (Section 44); thence N 61°45'24" W, departing said Southeasterly line and on the Southwesterly line of said J. Smith Grant (Section 44) a distance of 207.12 feet, to a point being located at the intersection of last said Southwesterly line and the centerline of a creek; thence Southerly, departing said Southwesterly line, and along the meanders of said creek, a distance of 13792 feet, more or less, to a point being

located at the confluence of said creek and said McQueen Creek; thence Southwesterly, departing said creek and along the meanders of said McQueen Creek, a distance of 5731 feet, more or less; thence S 02°17'19" E, departing the centerline of said McQueen Creek, a distance of 1772 feet, more or less, to the Point of Beginning.

#### **PARCEL 6**

East Nassau Mort 4-1 East Development Area  
Cmp 1-3,4,5,6,7,8

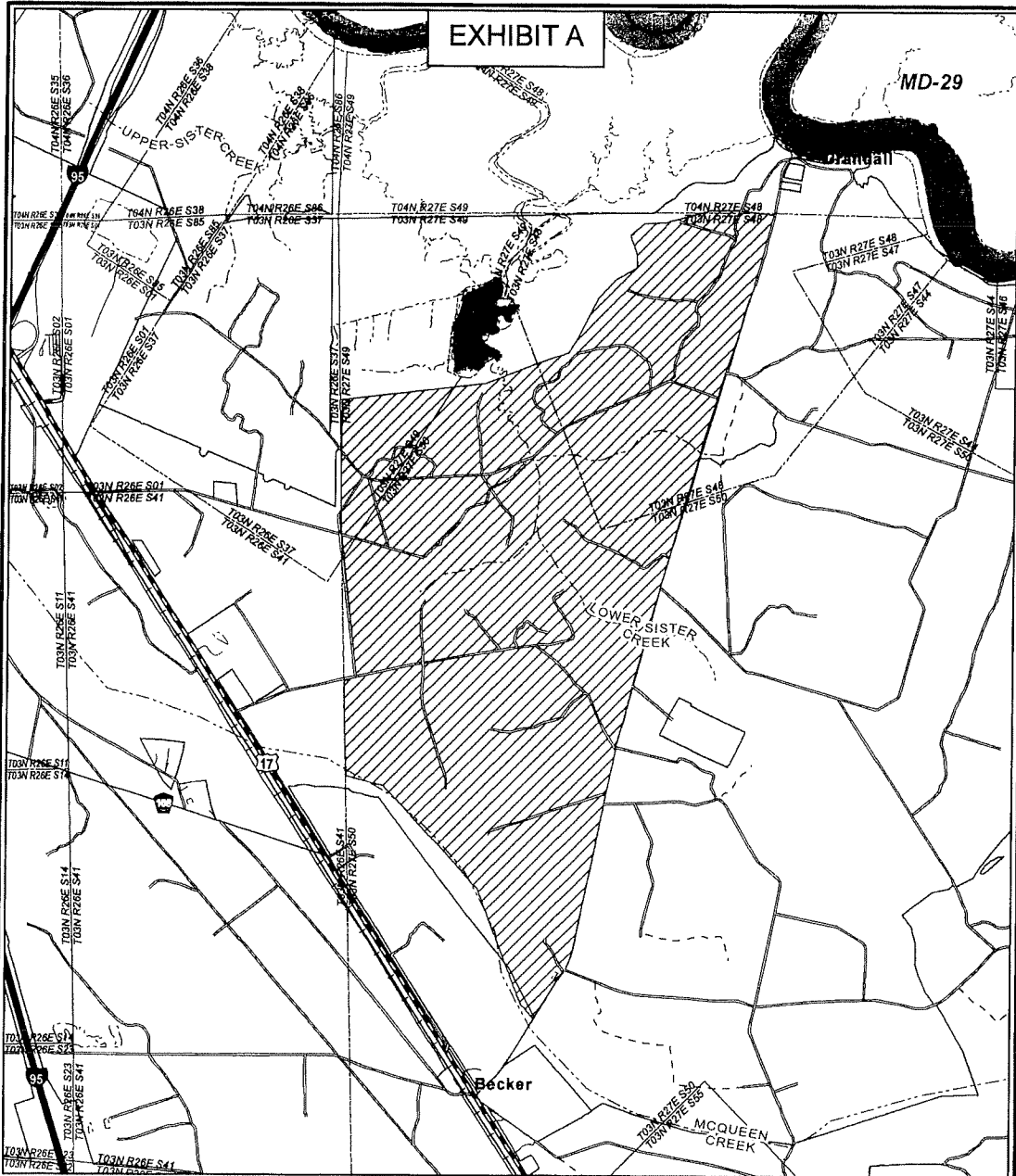
A parcel of land, lying conjointly in part of the John Low Grant (Section 44), Township 3 North, Range 27 East, the E. Waterman Grant (Section 50), and the John Lowe Grant (Section 51), Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the Northwest Corner of Page Hill, a subdivision according to the Plat thereof recorded in Plat Book 6, Page 237, of the Public Records of Nassau County, Florida; thence N 88°02'36" E, along the North line of said Page Hill, and along the North line of those lands as described in Official Records 1253, Page 12, a distance of 2692.20 feet, to a point being located at the Northeastly most corner of said lands recorded in Official Records 1253, Page 12; thence S 22°49'19" E, departing said North line and along the East line of said lands, a distance of 345.80 feet, to a point being on a Easterly line of said lands; thence, departing said Easterly line and along the North line of said lands, and along the North line of those lands as described in Official Records 1372, Page 1572, through the following courses and distances; thence N 78°15'50" E, a distance of 1048.12 feet; thence N 70°57'24" E, a distance of 1117.28 feet; thence N 37°42'55" E, a distance of 1692.05 feet, to a point being located at the Southerly most corner of those lands as described in Official Records 631, Page 31, of said Public Records; thence N 47°50'30" W, along the Southwesterly line of said lands, and along the Southwesterly line of those lands as described in Official Records 1214, Page 1050, a distance of 2629.52 feet, to a point being located on the Southwesterly line of said lands recorded in Official Records 1214, Page 1050; thence S 88°14'15" W, departing said Southwesterly line, a distance of 86.49 feet; thence S 47°50'30" W, a distance of 87.39 feet; thence S 00°16'58" W, a distance of 611.64 feet; thence S 88°14'10" W, a distance of 450.28 feet; thence N 0°16'54" E, a distance of 482.17 feet; thence S 88°14'14" W, a distance of 237.62 feet; thence N 47°50'28" W, a distance of 273.90 feet; thence N 88°14'13" E, a distance of 549.97 feet; thence N 43°55'19" E, a distance of 252.21 feet, to a point being located on the Southwesterly line of said lands recorded in Official Records 1214, Page 1050; thence N 47°50'30" W, on the Southwesterly line of said lands, and along the Southwesterly line of Creekside, a subdivision according to the plat thereof recorded in Plat Book 6, Page 320, of said Public Records, a distance of 2924.47 feet, to a point being located at the Southwesterly most corner of said Creekside subdivision; thence N 44°03'06" E, departing said Southwesterly line and on the Northwesterly line of said Creekside subdivision, a distance of 917.74 feet, to a point being located on the Southwesterly Right-of-Way line of Roses Bluff Road (A 60 foot Right-of-Way, as now established); thence N 46°53'55" W, departing said Northwesterly line and on said Southwesterly Right-of-Way line, a distance of 4284 feet, more or less, to a point being located at the intersection of said Southwesterly

Right-of-Way line and the centerline of Cone Creek; thence Southerly, on the meanders of the centerline of Cone Creek, a distance of 1757 feet, more or less, to a point being located at the intersection of said Cone Creek and Rayonier Road No. 10; thence departing the centerline of said Cone Creek, and along the centerline of Rayonier Road No. 10, through the following courses and distances: thence S 89°19'30" W, a distance of 1977.08 feet; thence N 55°44'11" W, a distance of 1803.81 feet; thence N 35°13'28" W, a distance of 1145.90 feet; thence N 78°49'11" W, a distance of 1360.25 feet; thence S 68°31'11" W, a distance of 357.77 feet; thence S 84°27'44" W, a distance of 905.90 feet, to a point; thence N 21°04'32" W, a distance of 224.99 feet, to a point; thence N 64°01'58" W, a distance of 488.27 feet, to a point being located at the centerline of a creek; thence Southerly, on the meanders of said creek, a distance of 9936 feet, to a point being located at the confluence of said creek and McQueen Creek; thence Southerly, departing the centerline of said creek and along the meanders of the centerline of McQueen Creek, a distance of 6204 feet, more or less, to a point being located on the Northwesternly line of those lands as described in Official Records 615, Page 446; thence N 43°43'13" E, along the Northwesternly line of said lands, and along the Northwesternly line of Yulee Hills, a subdivision according to the plat thereof recorded in Plat Book 4, Page 31, of said Public Records of Nassau County, Florida, a distance of 6263.55 feet, to a point being located at the Northerly most corner of said Yulee Hills; thence departing said Northwesternly line and along the Easterly line of said Yulee Hills, through the following courses and distances; thence S 04°57'54" E, a distance of 6016.94 feet; thence S 01°22'31" E, a distance of 165.01 feet, to a point being located on the Northerly Right-of-Way line of County Road No. 200-A (A 100 foot Right-of-Way, as now established); thence Southeasterly, departing said Easterly line and along said Northerly Right-of-Way line, a distance of 1174 feet, more or less, to a point being located on the Westerly line of aforesaid Page Hill subdivision; said point also being located on the Westerly line of those lands as described in Official Records 538, page 1218 thence, departing said Northerly Right-of-Way line and on said Westerly line, through the following courses and distances; thence N 14°51'46" E, a distance of 2202.48 feet; thence S 80°46'23" E, a distance of 411.17 feet; thence N 15°15'17" E, a distance of 2802.18 feet; thence N 06°12'58" E, a distance of 846.41 feet, to the Point of Beginning.



# EXHIBIT A



## Compartment Numbers

011019, 011020,  
011021, 011022,  
011023, 013001

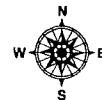
No warranty or guaranty, either expressed or implied,  
concerning the property depicted on this map is made  
by the seller. The information contained on this map is  
believed to be accurate, but is being furnished for  
informational purposes only and is not to be relied on  
by others and should be verified.

5/28/2013

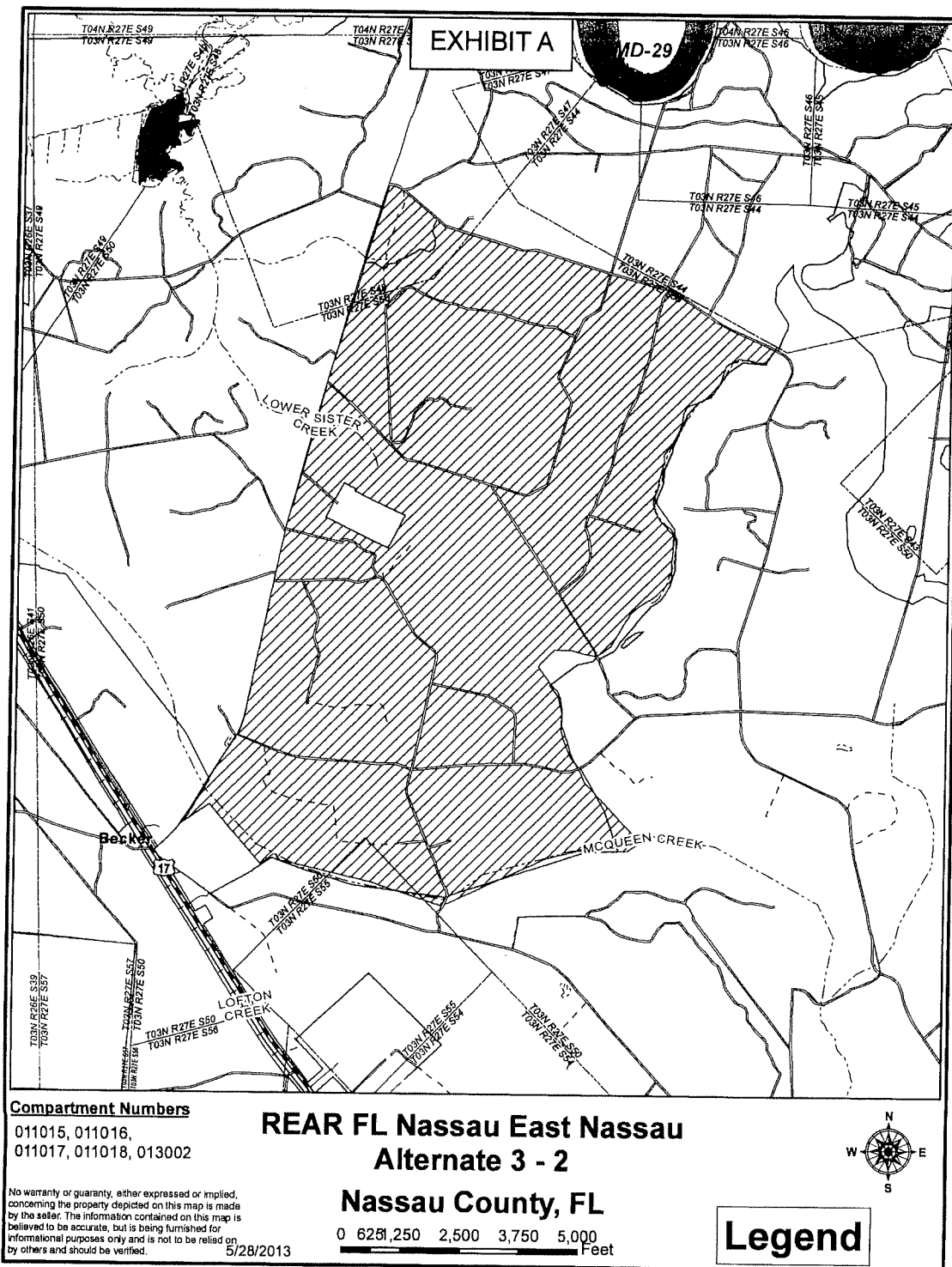
## REAR FL Nassau East Nassau Alternate 3 - 1

Nassau County, FL

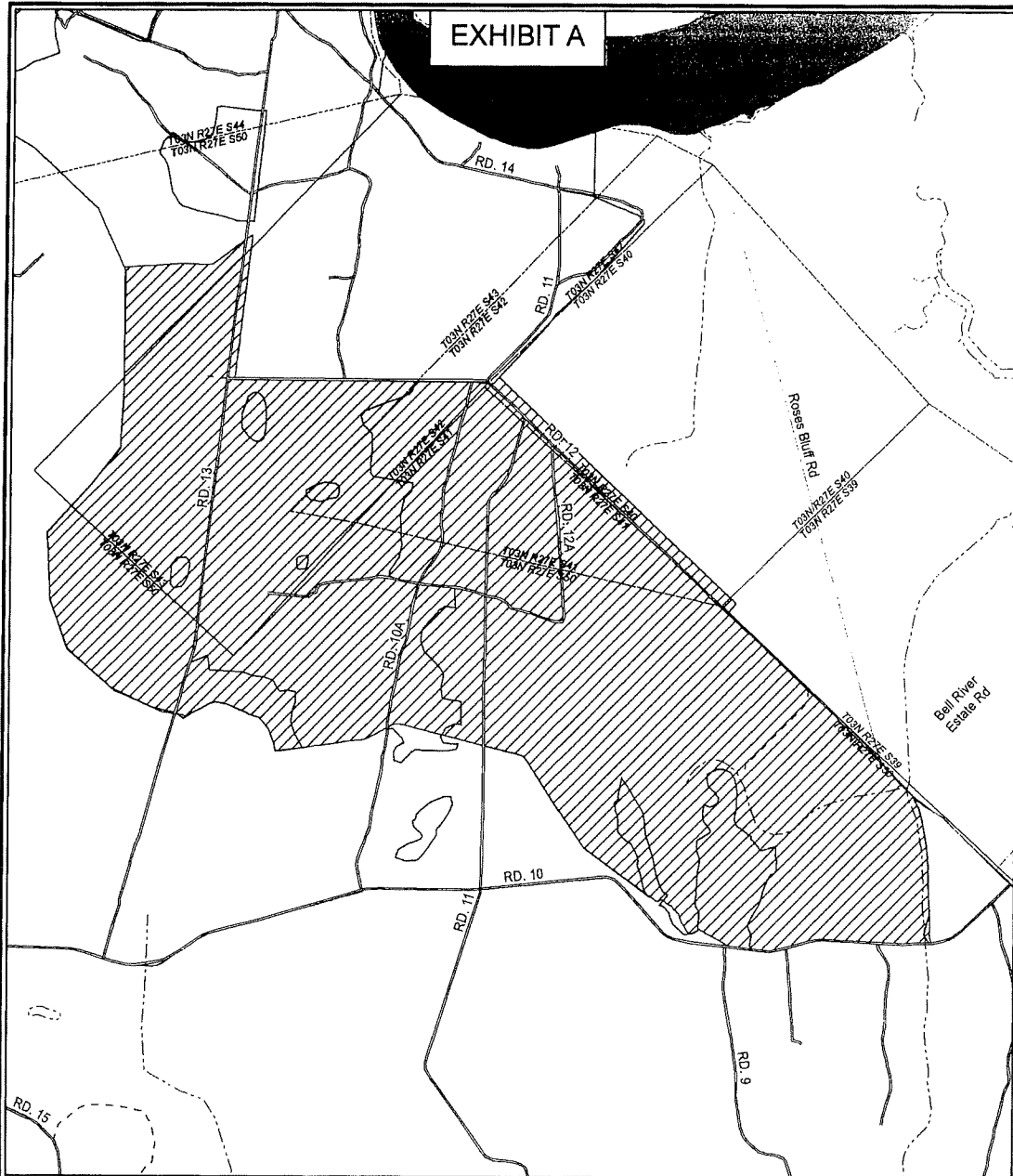
0 625 1,250 2,500 3,750 5,000 Feet



**Legend**



# EXHIBIT A



## Compartment Numbers

011008, 011009,  
013003, 013006

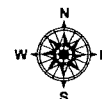
## REAR FL Nassau East Nassau Alternate 3 - 3

Nassau County, FL

No warranty or guaranty, either expressed or implied,  
concerning the property depicted on this map is made  
by the seller. The information contained on this map is  
believed to be accurate, but is being furnished for  
informational purposes only and is not to be relied on  
by others and should be verified.

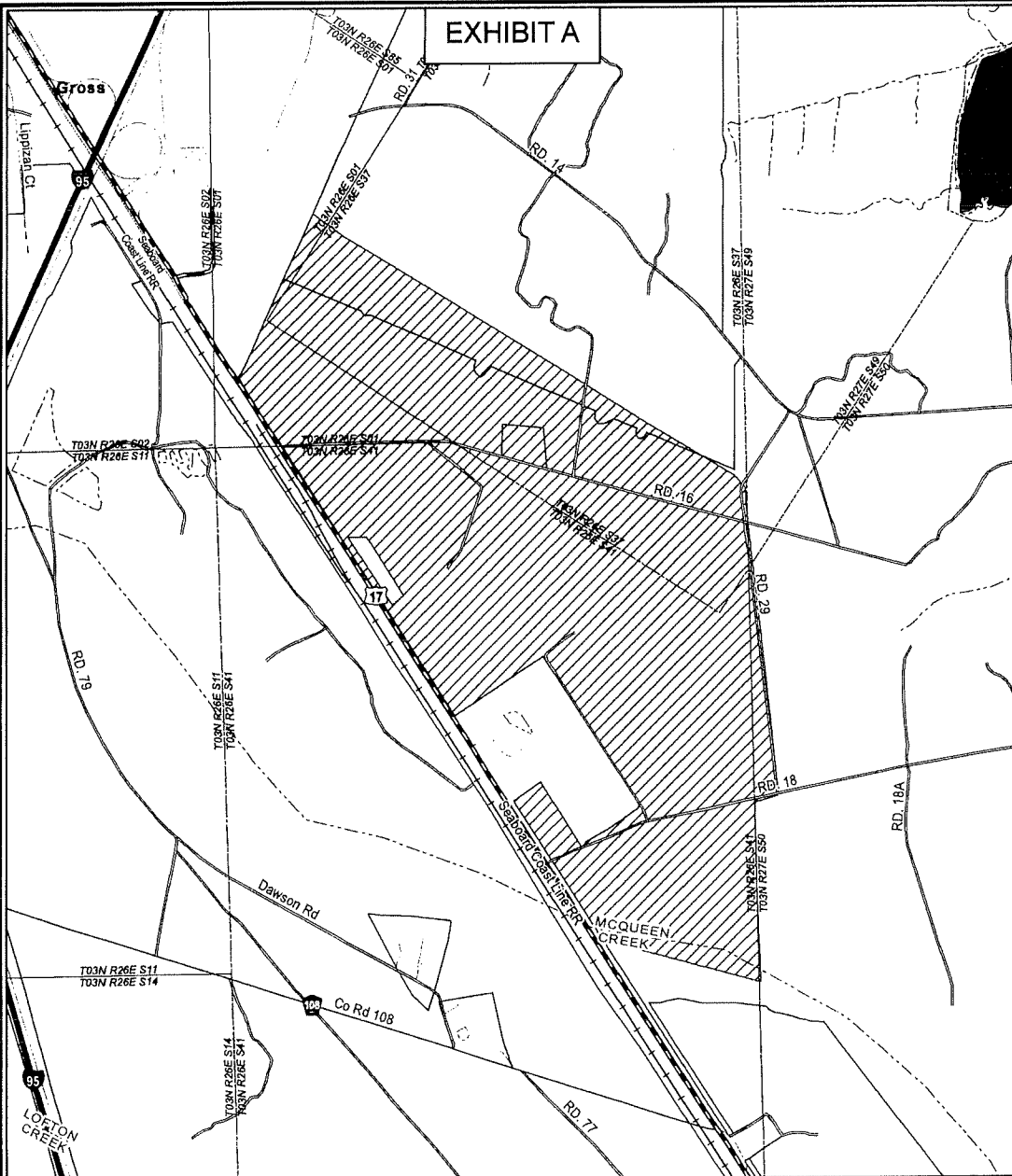
5/28/2013

0 325650 1,300 1,950 2,600  
Feet



**Legend**

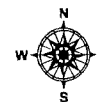
# EXHIBIT A



**Compartment Numbers**  
011019, 011020, 011021

## REAR FL Nassau East Nassau Alternate 3 - 4

Nassau County, FL



No warranty or guaranty, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate, but is being furnished for informational purposes only and is not to be relied on by others and should be verified.

5/28/2013

0 325650 1,300 1,950 2,600 Feet

**Legend**

**WARRANTY DEED**

**OR BOOK    2110            PAGE 447**

**OR BOOK    2110            PAGE 452 SA**

- 50-3N-27-0000-0001-0390
- 50-3N-27-0000-0001-0380

PREPARED BY AND

RETURN TO:

S. ALLISTER FISHER, ESQ.  
RAYONIER INC.  
P.O. BOX 723  
FERNANDINA BEACH, FL 32034

**NOTE TO CLERK:** This Special Warranty Deed is executed and delivered for no monetary consideration and the Property granted herein is unencumbered property. Therefore, this Special Warranty Deed is only subject to the minimum documentary stamp tax.

STATE OF FLORIDA  
COUNTY OF NASSAU

**SPECIAL WARRANTY DEED**  
(Florida Property)

THIS SPECIAL WARRANTY DEED, is made this 17<sup>th</sup> day of March, 2017, from RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC, a Delaware limited liability company, whose address is 225 Water Street, Suite 1400, Jacksonville, FL 32202 ("Grantor"), to TERRAPOINTE LLC, a Delaware limited liability company, whose address is 225 Water Street, Suite 1400, Jacksonville, FL 32202 ("Grantee").

**WITNESSETH:**

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at EXHIBIT "A", attached hereto and by reference made a part hereof (the "Property").

**TAX PARCEL ID#: 50-3N-27-0000-0001-0280**

**THIS CONVEYANCE IS SUBJECT TO** those matters referenced on **Exhibit "B"** attached hereto and by reference made a part hereof ("Permitted Exceptions").

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

**(SIGNATURES ON FOLLOWING PAGE)**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the day and year first above written.

Signed and sealed in the presence of:

**RAYONIER EAST NASSAU TIMBER PROPERTIES III, LLC**, a Delaware limited liability company

BY: Rayonier Timber Company No. 1, Inc., a Delaware corporation, its managing member

Cyndi Jones  
Cyndi Jones (Print)

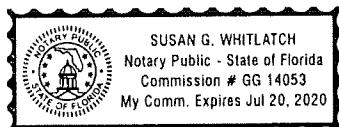
Mitchell Love  
Mitchell Love (Print)

By: Jonathan P. Simpson  
Jonathan P. Simpson  
Its: Director Accounting Operations

Attest: S. Allister Fisher  
S. Allister Fisher  
Its: Assistant Secretary

STATE OF FLORIDA  
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 17th day of March, 2017, by Jonathan P. Simpson, Director Accounting Operations and S. Allister Fisher, Assistant Secretary, of Rayonier Timber Company No. 1, Inc., a Delaware corporation, as managing member of Rayonier East Nassau Timber Properties III, LLC, a Delaware limited liability company, on behalf of the limited liability company and who are personally known to me.



Susan G. Whitlatch  
Notary Public, State of Florida  
Susan G. Whitlatch  
My Commission Expires: 7/20/2020  
Commission No.: GG 14053



EXHIBIT "A"  
PROPERTY DESCRIPTION

PARCEL 2 (Sale #2775):

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southeasterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida with the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said North Right of Way line being on a curve, concave to the Southeast having a radius of 449.26 feet and a central angle of 1°13'54"; thence on said North Right of Way line and on the arc of said curve, a distance of 9.66 feet said arc being subtended by a chord which bears S 75°39'34" W, a distance of 9.66 feet to a point on the North Right of Way line of Jefferson Street, per Plat of North Yulee as recorded in Plat Book 2, Page 26 of the public records of Nassau County, Florida; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance of 1593.61 to the Point of Beginning; thence continue on said North Right of Way line, N 89°26'08" W, a distance of 45.52 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of the Public Records of Nassau County, Florida; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance of 1288.77 feet; thence departing said Easterly line, N 57°33'32" E, a distance of 536.87 feet; thence S 27°45'32" E, a distance of 73.74 feet; thence S 79°24'47" E, a distance of 544.44 feet; thence S 16°15'33" W, a distance of 1310.81 feet to the Point of Beginning.

PARCEL 3 (SALE #2776):

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southeasterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida with the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said North Right of Way line being on a curve, concave to the Southeast having a radius of 449.26 feet and a central angle of 1°13'54"; thence on said North Right of Way line and on the arc of said curve, a distance of 9.66 feet said arc being subtended by a chord which bears S 75°39'34" W, a distance of 9.66 feet to a point on the North Right of Way line of Jefferson Street, per Plat of North Yulee as recorded in Plat Book 2, Page 26 of the public records of Nassau County, Florida; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance of 1639.13 to the Southeast corner of those lands described in Official Record Book 325, Page 159 of the Public Records of Nassau County, Florida; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance of 1288.77 feet to the Point of Beginning; thence continue on said Easterly line, N 28°15'16" W, a distance of 903.25 feet to a point on the Southeasterly line of those lands described in Official Record Book 1629, Page 1511 of the aforesaid Public Records; thence departing said Easterly line and on said Southeasterly line and on the Southeasterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance of 570.64 feet; thence departing said Southeasterly line, S 27°45'32" E, a distance of 1035.17 feet; thence S 57°33'32" W, a distance of 536.87 feet to the Point of Beginning.

EXHIBIT "B"

PERMITTED EXCEPTIONS

- (a) The Hunting License and Bee Lease Agreements and any other interests of tenants in possession;
- (b) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (c) Liens for real estate taxes for the current year and assessments;
- (d) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (e) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (f) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (g) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (h) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (i) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
- (j) Any reservations set forth in this Special Warranty Deed;
- (k) Lack of access; and
- (l) All matters of public record.

Prepared by:  
**S. ALLISTER FISHER, ESQ.**  
**RAYONIER INC.**  
**P.O. BOX 723**  
**FERNANDINA BEACH, FL 32035**

Return to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**QUIT CLAIM DEED**  
**(TIMBER, HUNTING, TOWERS and OTHER RIGHTS)**

**THIS QUIT CLAIM DEED** is made as of this ~~17<sup>th</sup>~~ day of March, 2017, between **RAYONIER TIMBER COMPANY NO. 1, INC.**, a Delaware corporation, (prior to name change known as Timberlands Holding Company No. 1, Inc., a Delaware corporation) authorized for and doing business within the State of Florida, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), and **TERRAPOINTE LLC**, a Delaware limited liability company, whose address is 225 Water Street, Suite 1400, Jacksonville, FL 32202 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby release, remise and quitclaim unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to the following:

**ALL AND WHATSOEVER** right, title, interest, claim and demand in, to and upon the timber, forest and agricultural products, (together with all rights to sever, tap, harvest or use same, and the concomitant rights of access thereto and therefrom), all hunting rights and privileges, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon, any and all rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon, as such reservations may burden or encumber that specific tract of land, situate, lying and being in **Nassau County, Florida**, and more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property").

**TO HAVE AND TO HOLD** the said described premises to Grantee, its successors and assigns forever, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim or demand any right or title to said premises or appurtenances for the above referenced rights.

**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed upon the date above written.

**RAYONIER TIMBER COMPANY NO. 1, INC.**,  
a Delaware corporation

Witnesses:

Cynd Jones (Sign)  
Cynd Jones (Print)  
M. J. Lowe (Sign)  
M. J. Lowe (Print)

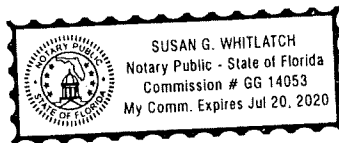
By: Jonathan P. Simpson (Sign)  
Jonathan P. Simpson  
As Its: Director Accounting Operations  
Attest: S. Allister Fisher (Sign)  
S. Allister Fisher  
As Its: Assistant Secretary

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**BEFORE ME** the undersigned authority personally appeared Jonathan P. Simpson and S. Allister Fisher, as Director Accounting Operations and Assistant Secretary, of **RAYONIER TIMBER COMPANY NO. 1, INC.**, a Delaware corporation, who acknowledged before me the execution of this instrument by authority and on behalf of said corporation. Both are personally known to me.

**IN WITNESS WHEREOF**, I have set my hand and seal upon this 17<sup>th</sup> day of March, 2017.

SEAL



Susan G. Whitlatch  
Susan G. Whitlatch  
Notary Public, State of Florida  
My Commission No.: GG 14053  
Commission Expires: 07/20/2020

EXHIBIT "A"  
PROPERTY DESCRIPTION

PARCEL 2 (Sale #2775):

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southeasterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida with the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said North Right of Way line being on a curve, concave to the Southeast having a radius of 449.26 feet and a central angle of 1°13'54"; thence on said North Right of Way line and on the arc of said curve, a distance of 9.66 feet said arc being subtended by a chord which bears S 75°39'34" W, a distance of 9.66 feet to a point on the North Right of Way line of Jefferson Street, per Plat of North Yulee as recorded in Plat Book 2, Page 26 of the public records of Nassau County, Florida; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance of 1593.61 to the Point of Beginning; thence continue on said North Right of Way line, N 89°26'08" W, a distance of 45.52 feet to the Southeast corner of those lands described in Official Record Book 325, Page 159 of the Public Records of Nassau County, Florida; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance of 1288.77 feet; thence departing said Easterly line, N 57°33'32" E, a distance of 536.87 feet; thence S 27°45'32" E, a distance of 73.74 feet; thence S 79°24'47" E, a distance of 544.44 feet; thence S 16°15'33" W, a distance of 1310.81 feet to the Point of Beginning.

PARCEL 3 (SALE #2776):

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Southeasterly line of the Heirs of E. Waterman Mill Grant, Section 50, Township 3 North, Range 27 East, Nassau County, Florida with the North Right of Way line of Pages Dairy Road (80 foot Right of Way) said North Right of Way line being on a curve, concave to the Southeast having a radius of 449.26 feet and a central angle of 1°13'54"; thence on said North Right of Way line and on the arc of said curve, a distance of 9.66 feet said arc being subtended by a chord which bears S 75°39'34" W, a distance of 9.66 feet to a point on the North Right of Way line of Jefferson Street, per Plat of North Yulee as recorded in Plat Book 2, Page 26 of the public records of Nassau County, Florida; thence departing said North Right of Way line of Pages Dairy Road and on said North Right of Way line of Jefferson Street, N 89°26'08" W, a distance of 1639.13 to the Southeast corner of those lands described in Official Record Book 325, Page 159 of the Public Records of Nassau County, Florida; thence departing said North Right of Way line and on the Easterly line of said lands, N 28°15'16" W, a distance of 1288.77 feet to the Point of Beginning; thence continue on said Easterly line, N 28°15'16" W, a distance of 903.25 feet to a point on the Southeasterly line of those lands described in Official Record Book 1629, Page 1511 of the aforesaid Public Records; thence departing said Easterly line and on said Southeasterly line and on the Southeasterly line of those lands described in Official Record Book 1974, Page 625 of said Public Records, N 44°18'02" E, a distance of 570.64 feet; thence departing said Southeasterly line, S 27°45'32" E, a distance of 1035.17 feet; thence S 57°33'32" W, a distance of 536.87 feet to the Point of Beginning.

**AFFIDAVIT OF TITLE**

OR BOOK 2153 PAGE 1929

Raydient, LLC DBA Raydient Places + Properties, LLC

- |                           |                           |
|---------------------------|---------------------------|
| - 01-3N-26-0000-0001-0060 | - 50-3N-27-0000-0001-0310 |
| - 32-4N-27-0000-0001-0020 | - 50-3N-27-0000-0001-0240 |
| - 32-4N-27-0000-0001-0000 | - 50-3N-27-0000-0001-0260 |
| - 32-4N-27-0000-0001-0030 | - 50-3N-27-0000-0001-0230 |
| - 32-4N-27-0000-0001-0040 | - 50-3N-27-0000-0001-0390 |
| - 33-4N-27-0000-0001-0000 | - 50-3N-27-0000-0001-0380 |
| - 36-4N-26-0000-0001-0000 | - 51-3N-27-0000-0001-0290 |
| - 37-3N-26-0000-0001-0000 | - 51-3N-27-0000-0001-0300 |
| - 38-3N-26-0000-0001-0000 | - 55-3N-27-0000-0001-0000 |
| - 38-4N-26-0000-0001-0000 | - 56-3N-27-0000-0001-0000 |
| - 41-3N-27-0000-0001-0000 |                           |
| - 42-3N-27-0000-0001-0010 |                           |
| - 43-3N-27-0000-0001-0030 |                           |
| - 44-3N-27-0000-0001-0000 |                           |
| - 44-3N-27-0000-0001-0010 |                           |
| - 44-3N-28-0000-0001-0520 |                           |
| - 45-3N-27-0000-0001-0000 |                           |
| - 45-3N-27-0000-0001-0010 |                           |
| - 46-3N-27-0000-0001-0000 |                           |
| - 47-3N-27-0000-0001-0000 |                           |
| - 48-3N-27-0000-0002-0020 |                           |
| - 48-3N-27-0000-0002-0050 |                           |
| - 48-3N-27-0000-0003-0000 |                           |
| - 48-3N-27-0000-0001-0000 |                           |
| - 48-3N-27-0000-0002-0040 |                           |
| - 48-3N-27-0000-0001-0010 |                           |

PREPARED BY AND RETURN TO:

S. ALLISTER FISHER, ESQ.  
RAYONIER INC. – LAW DEPT.  
1 RAYONIER WAY  
YULEE, FLORIDA 32097

STATE OF FLORIDA  
COUNTY OF NASSAU  
(IN RE: Nassau County, Florida Property)

AFFIDAVIT OF TITLE

BEFORE ME, the undersigned Notary Public in and for the State of Florida, personally appeared **S. ALLISTER FISHER**, Vice President of **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company, who being first duly sworn, deposes and says:


1. I am aware of and familiar with the contents of any and all articles of organization, articles of incorporation, bylaws, operating agreements, certificates of conversion, certificates of amendment, and certificates of merger of **TERRAPOINTE LLC, RAYLAND COMPANY, INC., RAYLAND, LLC, R(1999) TIMBERLANDS II LLC, RAYONIER PROPERTIES, LLC, RAYONIER FOREST PROPERTIES, LLC** and **RAYDIENT INC.**
2. **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC** is a Delaware limited liability company, authorized to do business in **Florida**; it has not been terminated, nor have proceedings to terminate the company, nor have bankruptcy proceedings been commenced.
3. **RAYLAND COMPANY, INC.**, a Delaware corporation, filed a Certificate of Conversion of a Delaware corporation to a Delaware limited liability company, with the Delaware Secretary of State on October 19, 1999, forming **RAYLAND, LLC**, a Delaware limited liability company. A copy of said Certificate of Conversion is attached hereto as Exhibit "A".
4. **R(1999) TIMBERLANDS II LLC**, a Delaware limited liability company filed a Certificate of Amendment with the Delaware Secretary of State on October 26, 1999 changing the name of the company to **RAYLAND PROPERTIES, LLC**, a Delaware limited liability company, as evidenced by the copy of Certificate of Amendment attached hereto as Exhibit "B".
5. **RAYLAND PROPERTIES, LLC**, a Delaware limited liability company, merged with **RAYLAND, LLC** under the name **RAYLAND, LLC**, a Delaware limited liability company, by filing a Certificate of Merger with the Delaware Secretary of State on December 28, 2001, a copy of which is attached hereto as Exhibit "C".

6. **RAYLAND, LLC** merged with **RAYONIER FOREST PROPERTIES, LLC**, a Delaware limited liability company, and the surviving limited liability company was **RAYLAND, LLC**, which changed its name to **TERRAPOINTE LLC**, a Delaware limited effective May 26, 2005, as evidenced by the Certificate of Merger filed with the Delaware Secretary of State, a copy of which is attached hereto as Exhibit "D".

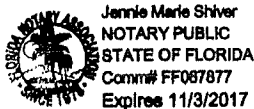
7. **TERRAPOINTE LLC**, a Delaware limited liability company, filed a Certificate of Merger with the Delaware Secretary of State changing the name of the company to **RAYDIENT LLC**, a Delaware limited liability company, effective September 30, 2017, as evidenced by the Certificate of Merger, a copy of which is attached hereto as Exhibit "E".

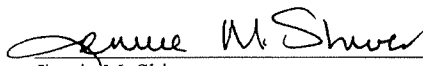
8. **TERRAPOINTE LLC**, a Delaware limited liability company, filed an Amendment to its Certificate of Authority with the Florida Secretary of State on October 2, 2017 changing the name of the company to **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company, as evidenced by the Amendment to Certificate of Authority, a copy of which is attached hereto as Exhibit "F".

9. By virtue of the conversion, mergers and name changes as set forth above, all assets including real property, previously titled to Rayland Company, Inc., Rayland, LLC, R(1999) Timberlands II LLC, Rayonier Properties, LLC, Rayonier Forest Properties, LLC, and TerraPointe LLC are now held in the name of Raydient LLC dba Raydient Places + Properties LLC.

  
\_\_\_\_\_  
**S. ALLISTER FISHER**  
Vice President  
Raydient LLC dba Raydient Places +  
Properties LLC

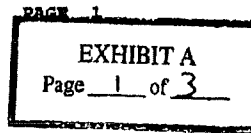
**SWORN TO AND SUBSCRIBED** before me this 26 day of October, 2017 by **S. Allister Fisher** who is personally known to me.



  
\_\_\_\_\_  
Jennie M. Shiver  
Notary Public, State of Florida  
Commission No: FF067877  
My Commission Expires: 11/03/2017



*State of Delaware*  
*Office of the Secretary of State*



I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF  
DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND  
CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE  
CORPORATION TO A DELAWARE LIMITED LIABILITY COMPANY OF "RAYLAND  
COMPANY, INC.", CHANGING ITS NAME FROM "RAYLAND COMPANY, INC."  
TO "RAYLAND, LLC" FILED IN THIS OFFICE ON THE NINETEENTH DAY OF  
OCTOBER, A.D. 1999, AT 3:30 O'CLOCK P.M.

0910823 8100V  
991442979



*Edward J. Freel*  
Edward J. Freel, Secretary of State  
AUTHENTICATION: 0035645  
DATE: 10-20-99

**EXHIBIT A**

Page 2 of 3

**STATE OF DELAWARE**

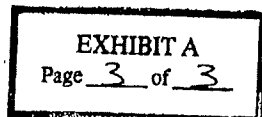
**CERTIFICATE OF CONVERSION FROM A CORPORATION TO  
A LIMITED LIABILITY COMPANY PURSUANT TO SECTION  
266 OF THE DELAWARE GENERAL CORPORATION LAW**

1. The name of the corporation immediately prior to filing this Certificate, which is the original name of the corporation as set forth in the Certificate of Incorporation, is Rayland Company, Inc.
2. The date the Original Certificate of Incorporation was filed on is March 24, 1981.
3. The name of the limited liability company into which the corporation shall be converted is Rayland, LLC.
4. The conversion has been approved in accordance with the provisions of Section 266.

RAYLAND COMPANY, INC.

By: 

John B. Canning  
Secretary



CERTIFICATE OF FORMATION

OF

RAYLAND, LLC

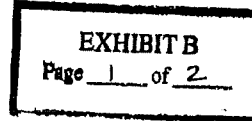
1. The name of the limited liability company is Rayland, LLC.
2. The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Rayland, LLC this 9<sup>th</sup> day of October, 1999.

By: John B. Canning  
John B. Canning, Secretary

*State of Delaware*  
*Office of the Secretary of State*

PAGE 1

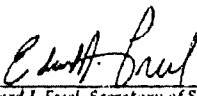


I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF AMENDMENT OF "R (1999) TIMBERLANDS II  
LLC", CHANGING ITS NAME FROM "R (1999) TIMBERLANDS II LLC" TO  
"RAYLAND PROPERTIES, LLC", FILED IN THIS OFFICE ON THE  
TWENTY-EIGHTH DAY OF OCTOBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

3109017 8100

991493951



  
Edward J. Freel, Secretary of State

AUTHENTICATION:

0091130

DATE:

11-18-99

CERTIFICATE OF AMENDMENT  
OF  
THE CERTIFICATE OF FORMATION  
OF  
R (1999) TIMBERLANDS II LLC

1. The original name of the limited liability company is R (1999) Timberlands II LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Paragraph FIRST shall read:

"The name of the limited liability company is  
Rayland Properties, LLC".

1. The Certificate of Amendment shall be effective on October 28, 1999.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment  
of R (1999) Timberlands II LLC this 28<sup>th</sup> day of October, 1999.

RAYLAND PROPERTIES, LLC

By: Rayonier Timberlands Management, Inc.,  
its sole manager

By:   
John B. Canning  
Secretary

*Delaware*  
*The First State*

PAGE 1

EXHIBIT C

Page 1 of 2

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAYLAND PROPERTIES, LLC", A DELAWARE LIMITED LIABILITY  
COMPANY,

WITH AND INTO "RAYLAND, LLC" UNDER THE NAME OF "RAYLAND,  
LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 4:30  
O'CLOCK P.M.



0910823 8100M

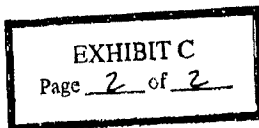
010675308

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1540058

DATE: 01-04-02



**CERTIFICATE OF MERGER**

**RAYLAND, LLC  
and  
RAYLAND PROPERTIES, LLC**

Pursuant to Section 18-209(c) of the General Corporation Laws of the State of Delaware, the undersigned does hereby submit the following Certificate of Merger as a domestic limited liability company and the surviving business entity of the subject merger.

1. The entities being merged are Rayland, LLC and Rayland Properties, LLC, both limited liability companies organized under the laws of the State of Delaware.
2. The name and business address of the surviving entity is Rayland, LLC, 50 North Laura Street, 19th Floor, Jacksonville, Florida 32202.
3. A Plan and Agreement of Merger has been approved and executed by each of the merging limited liability companies and is on file at the above business address of Rayland, LLC.
4. A copy of the Plan and Agreement of Merger will be furnished on request and without cost to any member or any person holding an interest in either business entity being merged hereby.
5. This Certificate of Merger will be effective upon filing.

DATED this 20<sup>th</sup> day of December, 2001.

RAYLAND, LLC  
By: Rayonier Timberlands Management,  
Inc., its Managing Member

By: W. Edwin Frazier, III  
W. Edwin Frazier, III, Secretary

EXHIBIT D

Page 1 of 2

*Delaware*

PAGE 1

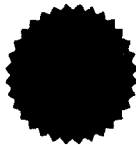
*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAYONIER FOREST PROPERTIES, LLC", A DELAWARE LIMITED  
LIABILITY COMPANY,

WITH AND INTO "RAYLAND, LLC" UNDER THE NAME OF "TERRAPOINTE  
LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER  
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS  
OFFICE THE TWENTY-SIXTH DAY OF MAY, A.D. 2005, AT 1:45 O'CLOCK  
P.M.

0910823 8100M  
050439347



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State  
AUTHENTICATION: 3909416

DATE: 05-26-05



EXHIBIT D

Page 2 of 2

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 01:51 PM 05/25/2005  
EX-145 PM 05/25/2005  
SRV 03043347 - 021022 FILE

CERTIFICATE OF MERGER  
OF  
RAYMOND FOREST PROPERTIES, LLC  
INTO  
RAYLAND, LLC

Pursuant to Sec. 18-329 of the Delaware Limited Liability Company Act, the undersigned surviving limited liability company submit the following Certificate of Merger for filing and certify that:

1. The name and jurisdiction of formation or organization of each of the limited liability companies or other business entities being merged are:

Name	Jurisdiction
Rayland, LLC	Delaware
Raymond Forest Properties, LLC	Delaware

2. An agreement of merger has been approved and executed by each of the respective limited liability companies or other business entities which are to merge.

3. The surviving limited liability company is Rayland, LLC.

4. Upon approval of this merger, paragraph 1. of Rayland, LLC's Certificate of Formation shall read as follows: "The name of the limited liability company is Rayland, LLC."

5. The merger shall become effective on May 26, 2005.

6. The agreement of merger is on file at a place of business of the surviving limited liability company which is located at 94 N. Lane Road, 19<sup>th</sup> Floor, Baltimore, MD 12012.

7. A copy of the agreement of merger will be furnished by the surviving limited liability company, on request and without cost, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge.

IN WITNESS WHEREOF, this Certificate of Merger has been duly executed as of the 25th day of May, 2005, and is being filed in accordance with Sec. 18-329 of the Act by an authorized person of the surviving limited liability company in the merger.

RAYLAND, LLC

By its Authorized

RAYMOND F. HOLDINGS INC.

By W. J. [Signature]  
W. J. [Signature]  
Chief Executive Officer

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF  
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT  
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"RAYDIENT INC.", A DELAWARE CORPORATION,  
WITH AND INTO "TERRAPOINTE LLC" UNDER THE NAME OF  
"TERRAPOINTE LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND  
EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED  
AND FILED IN THIS OFFICE ON THE TWENTY-SEVENTH DAY OF SEPTEMBER,  
A.D. 2017, AT 3:19 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTIETH DAY OF  
SEPTEMBER, A.D. 2017 AT 11:59 O'CLOCK P.M.



910823 8100M  
SR# 20176378686

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 203307201  
Date: 09-28-17

**EXHIBIT E**

Page 2 of 3

**CERTIFICATE OF MERGER**  
of

**RAYDIENT INC.**  
into

**TERRAPOINTE LLC**

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 03:19 PM 09/27/2017  
FILED 03:19 PM 09/27/2017  
SR 20176365549 - File Number 910823

Pursuant to Section 264(c) the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company hereby executes the following Certificate of Merger:

1. The name and jurisdiction of formation of each of the constituent entities are as follows:  
  
TerraPointe LLC: Delaware  
Raydient Inc.: Delaware
2. TerraPointe LLC will be the surviving limited liability company (the "Surviving Company") in the merger.
3. The Agreement of Merger (the "Agreement of Merger") between the constituent entities and the performance of its terms were duly authorized by the Surviving Company and the merging corporation.
4. The Agreement of Merger is on file at 1 Rayonier Way, Yulee, FL 32097, the place of business of the Surviving Company.
5. A copy of the Agreement of Merger will be furnished by the Surviving Company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.
6. At the effective time of the merger, paragraph 1 of the Certificate of Formation of the Surviving Company shall be amended to read as follows:  
  
"The name of the limited liability company is Raydient LLC."
7. This Certificate of Merger shall be effective September 30, 2017, at 11:59 p.m.

[Signature Page Follows]

**EXHIBIT E**

Page 3 of 3

IN WITNESS WHEREOF, the undersigned limited liability company has caused this Certificate of Merger to be signed by an authorized officer this 29 day of September, 2017.

TERRAPONTE LLC

By: 

Name: Mark R. Bridwell

Title: Vice President and Corporate Secretary

[Signature Page to Certificate of Merger]

EXHIBIT F

Page 1 of 3

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Amendment to the Application of a Foreign Limited Liability Company, filed on October 2, 2017, for TERRAPOINTE LLC which changed its name to RAYDIENT LLC doing business in Florida as RAYDIENT PLACES + PROPERTIES LLC, a Delaware limited liability company authorized to transact business in Florida, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H17000258464, and this certificate issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is M99000001690.

Authentication Code: 917A00019915-100317-M99000001690-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Third day of October, 2017



*Ken Detzner*  
Ken Detzner  
Secretary of State

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE  
AMENDMENT TO CERTIFICATE OF AUTHORITY TO TRANSACT  
BUSINESS IN FLORIDA

SECTION I (1-4 must be completed)

1. Name of limited liability Company as it appears on the records of the Florida Department of

State: TERRAPOINTE LLC

Enter new principal office address, if applicable: 1 RAYONIER WAY

YULEE, FLORIDA 32097

(Principal office address  
MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address  
MAY BE A POST OFFICE BOX)

2. The Florida document number of this limited liability company is: M99000001690

3. Jurisdiction of its organization: DELAWARE

4. Date authorized to do business in Florida: 10-22-99

SECTION II (5-9 complete only the applicable changes)

5. New name of the limited liability company: RAYDIENT LLC  
(must contain "Limited Liability Company," "L.L.C.," or "LLC.")

RAYDIENT PLACES + PROPERTIES LLC

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must contain "Limited Liability Company," "L.L.C." or "LLC.")

6. If amending the registered agent and/or registered officer address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida Street Address

City, Florida Zip Code

New Registered Agent's Signature, if changing Registered Agent:

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

If Changing Registered Agent, Signature of New Registered Agent

**EXHIBIT F**  
**Page 3 of 3**

7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

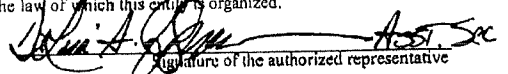
\_\_\_\_\_

8. If the amendment changes person, title or capacity in accordance with 605.0902 (1)(c), indicate that change:

\_\_\_\_\_

<u>Title/ Capacity</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
PRES	CHRISTOPHER T. CORR	1 RAYONIER WAY, YULEE, FL 32097	<input checked="" type="checkbox"/> Add
		MARK D. MCHUGH	<input checked="" type="checkbox"/> Remove
V.P	CHARLES ADAMS	1 RAYONIER WAY, YULEE, FL 32097	<input checked="" type="checkbox"/> Add
			<input checked="" type="checkbox"/> Remove
V.P.	WILLIAM A. CUNNINGHAM	1 RAYONIER WAY, YULEE, FL 32097	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
Asst Sec	DELISA A. JOHNGARN	1 RAYONIER WAY, YULEE, FL 32097	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove
TREAS	MARK D. MCHUGH	1 RAYONIER WAY, YULEE, FL 32097	<input checked="" type="checkbox"/> Add
			<input type="checkbox"/> Remove

9. Attached is a certificate, if required; no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.

 *Asst. Sec.*  
 \_\_\_\_\_  
 Signature of the authorized representative

DELISA. A. JOHNGARN

\_\_\_\_\_  
 Typed or printed name of signee

Filing Fee: \$25.00

**AFFIDAVIT OF TITLE**

OR BOOK 2247 PAGE 831

Rayonier Timberlands Management, LLC to Rayonier Forest Resources, L.P.

- 41-3N-26-0000-0001-0010
- 50-3N-27-0000-0001-0320
- 50-3N-27-0000-0001-0280
- 50-3N-27-0000-0002-0010
- 50-3N-27-0000-0001-0330
- 51-3N-27-4780-0003-0000



**PREPARED BY AND RETURN TO:**

**S. ALLISTER FISHER, ESQ.  
RAYONIER INC.  
1 RAYONIER WAY  
WILDLIGHT, FLORIDA 32097**

**STATE OF FLORIDA  
COUNTY OF NASSAU  
(In Re: Nassau County, Florida Property)**

**AFFIDAVIT OF TITLE**

**BEFORE ME**, the undersigned Notary Public in and for the State of Florida, personally appeared **S. ALLISTER FISHER**, who being first duly sworn, deposes and says that:

1. This Affidavit is being recorded to provide notice of, both, a name change and a series of corporate mergers as set forth below with respect to real property owned in Nassau County, Florida.

2. I am the Assistant Secretary **RAYONIER TIMBERLANDS MANAGEMENT, LLC**, a Delaware limited liability company ("RTM"), and I am authorized to make this affidavit.

3. RTM is the Managing General Partner of **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership ("RFR"). RTM has not been terminated. Neither have proceedings to terminate the Articles of Incorporation nor bankruptcy proceedings been commenced.

4. RFR is a Delaware limited partnership which has not been terminated, neither have proceedings to terminate the Partnership Agreement nor bankruptcy proceedings been commenced.

5. I am aware of and familiar with the contents of any and all partnership agreements, articles of organization, articles of incorporation, bylaws, operating agreements, certificates of amendment and certificates of merger of both RTM and RFR.

6. The history of RFR is as follows:

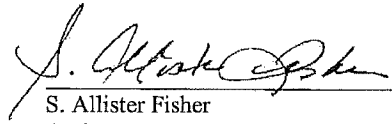
a. R(1999) Timberlands, LLC was a Delaware limited liability company, organized on October 8, 1999. The name of this limited liability company was changed to Rayonier Woodlands, LLC by Certificate of Amendment of the Certificate of Formation filed with the Delaware Secretary of State on October 28, 1999. On December 28, 2001, a Certificate of Merger was filed with the Delaware Secretary of State merging Rayonier Woodlands, LLC and Rayonier Timberlands Operating Company, L.P. under the name of Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, a copy of which is attached as **Exhibit A**.

b. On December 31, 2003, Rayonier Timberlands Operating Company, L.P. filed a Certificate of Amendment with the Delaware Secretary of State changing its name to Rayonier Forest Resources, L.P., a copy of which is attached as **Exhibit B**.

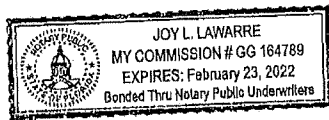
c. On November 29, 2018, a Certificate of Merger was filed with the Delaware Secretary of State merging Rayonier East Nassau Timber Properties III, LLC and Rayonier East Nassau Timber Properties IV, LLC under the name Rayonier Timber Company No. 1, a Delaware corporation, copies of which are attached as **Exhibits C and D**, respectively.

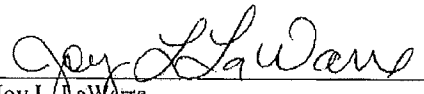
d. On December 31, 2018, a Certificate of Merger was filed with the Delaware Secretary of State merging Rayonier Timber Company No. 1, Inc. under the name Rayonier Forest Resources, L.P., a copy of which is attached as **Exhibit E**.

7. That by virtue of the name changes and mergers set forth above all assets, including real property previously titled to R(1999) Timberlands, LLC, Rayonier Woodlands, LLC, Rayonier Timberlands Operating Company, L.P., Rayonier East Nassau Timber Properties III, LLC, Rayonier East Nassau Timber Properties IV, LLC and Rayonier Timber Company No. 1, Inc., are now held in the name of **RAYONIER FOREST RESOURCES, L.P.**

  
S. Allister Fisher  
Assistant Secretary

**SWORN TO AND SUBSCRIBED** before me this 4<sup>th</sup> day of January, 2019, by S. Allister Fisher, who is personally known to me.



  
Joy L. Lawarre  
Notary Public, State of Florida  
My Commission No.: GG164789  
My Commission Expires: 02/23/2022

**Exhibit A**

(SEE ATTACHED FOUR (4) PAGES)

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "RAYONIER WOODLANDS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTH DAY OF OCTOBER, A.D. 1999, AT 12:20 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "R (1999) TIMBERLANDS LLC" TO "RAYONIER WOODLANDS, LLC", FILED THE TWENTY-EIGHTH DAY OF OCTOBER, A.D. 1999, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2001, AT 4:30 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "RAYONIER WOODLANDS, LLC".

3097039 8100H

100647755

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8047606

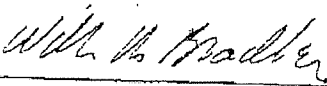
DATE: 06-10-10

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 12:20 PM 10/08/1999  
991426936 - 3097039

CERTIFICATE OF FORMATION  
OF  
R (1999) TIMBERLANDS LLC

- FIRST: The name of the limited liability company is R (1999) TIMBERLANDS LLC.
- SECOND: The registered agent of the limited liability company is Corporation Trust Company, and the registered office required to be maintained pursuant to Section 18-104 of the Delaware Limited Liability Company Act is: 1209 Orange Street, Wilmington, Delaware 19801

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of R (1999) TIMBERLANDS LLC this 7th day of October, 1999

  
\_\_\_\_\_  
William H. Bradley, as organizer

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 04:30 PM 10/28/1999  
991460017 - 3097039

**CERTIFICATE OF AMENDMENT  
OF  
THE CERTIFICATE OF FORMATION  
OF  
R (1999) TIMBERLANDS LLC**

1. The original name of the limited liability company is R (1999) Timberlands LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Paragraph FIRST shall read:


"The name of the limited liability company is  
Rayonier Woodlands, LLC".

3. The Certificate of Amendment shall be effective on October 28, 1999.

**IN WITNESS WHEREOF**, the undersigned has executed this Certificate of Amendment of R (1999) Timberlands LLC this 28<sup>th</sup> day of October, 1999.

**RAYONIER WOODLANDS, LLC**

By: Rayonier Timberlands Management, Inc.,  
its sole manager

By:   
John B. Canning  
Secretary

**CERTIFICATE OF MERGER**

**RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.  
and  
RAYONIER WOODLANDS, LLC**

Pursuant to Section 18-209(c) of the General Corporation Laws of the State of Delaware, the undersigned does hereby submit the following Certificate of Merger as a domestic limited partnership and the surviving business entity of the subject merger.

1. The entities being merged are Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, and Rayonier Woodlands, LLC, a Delaware limited liability company.
2. The name and business address of the surviving entity is Rayonier Timberlands Operating Company, L.P., 50 North Laura Street, 19th Floor, Jacksonville, Florida 32202.
3. A Plan and Agreement of Merger has been approved and executed by each of the merging entities and is on file at the above business address of Rayonier Timberlands Operating Company, L.P.
4. A copy of the Plan and Agreement of Merger will be furnished on request and without cost to any member or any person holding an interest in either business entity being merged hereby.
5. This Certificate of Merger will be effective upon filing.

DATED this 20<sup>th</sup> day of December, 2001.

**RAYONIER TIMBERLANDS OPERATING  
COMPANY, L.P.**

By: Rayonier Timberlands Management, Inc., its  
General Partner

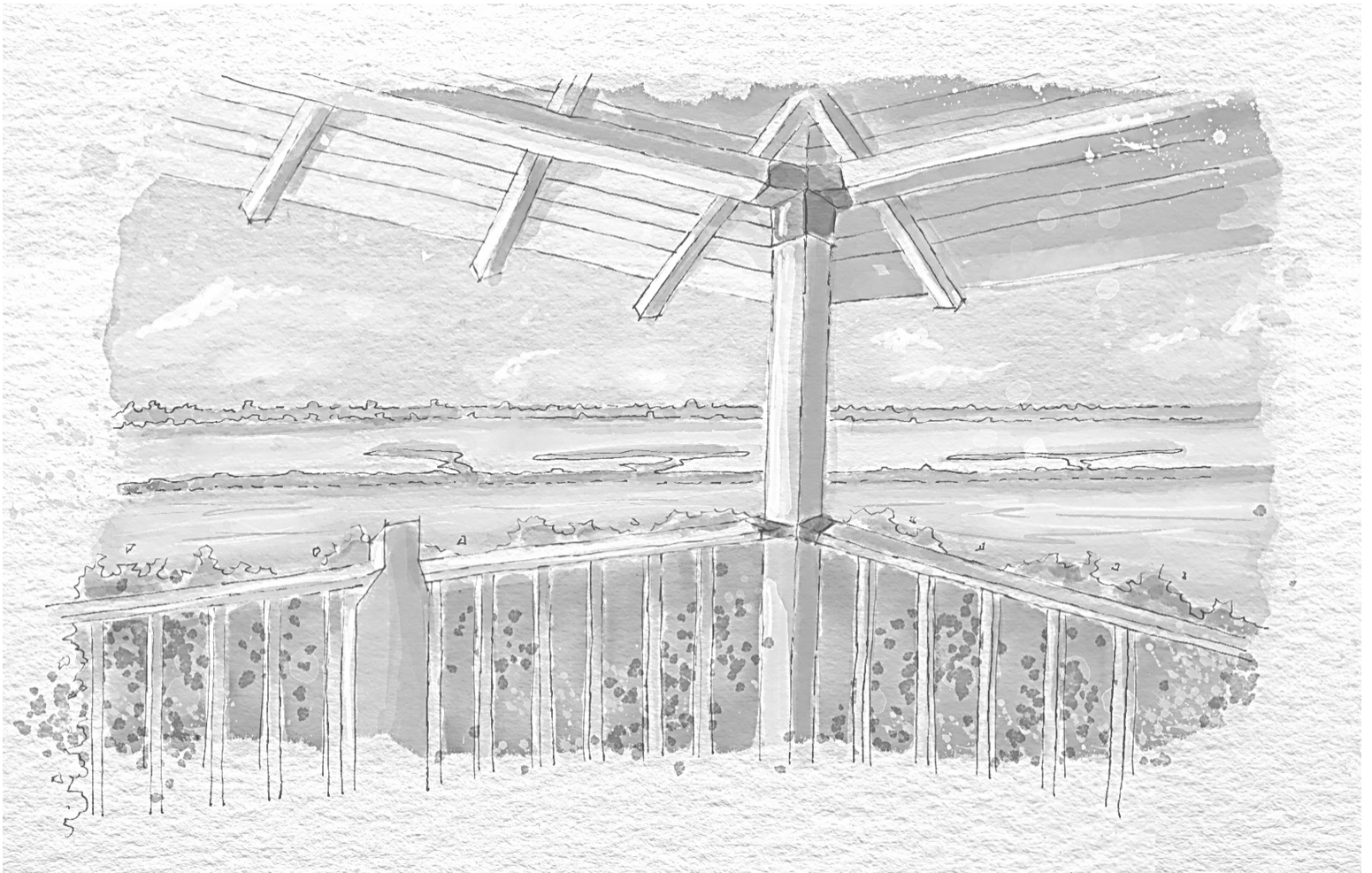
By: W. Edwin Frazier, III  
W. Edwin Frazier, III, Secretary



# wildlight

## Attachment 7

### Owners Authorization for Agent





**OWNERS AUTHORIZATION FOR AGENT**

England-Thims & Miller, Inc. and Driver McAfee, Hawthorne & Diebenow, PLLC are hereby authorized as Agents TO ACT ON BEHALF OF **RAYDIENT LLC dba RAYDIENT PLACES + PROPERTIES, LLC**, an owner of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Nassau County, Florida, for an applications related to Development Permit or other action pursuant to a:

- |   |  |
|---|--|
| <input type="checkbox"/> Rezoning/Modification  | <input type="checkbox"/> Conditional Use               |
| <input type="checkbox"/> Variance               | <input type="checkbox"/> Preliminary Binding Site Plan |
| <input type="checkbox"/> Final Development Plan | X Detailed Specific Area Plan (DSAP)                   |
| <input type="checkbox"/> Appeal                 | <input type="checkbox"/> Final Engineering Plan        |
| <input type="checkbox"/> Concurrency            | <input type="checkbox"/> Plat                          |
| X Future Land Use Map Amendment                 |  |

RAYDIENT LLC DBA RAYDIENT PLACES +  
PROPERTIES LLC, a Delaware limited liability company

BY: Rayonier TRS Holdings Inc., a Delaware  
corporation, its Managing Member

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

MARK R. BRIDWELL, Vice President

Attest: \_\_\_\_\_

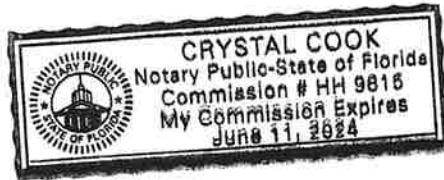
KYLE M. SAWICKI, Assistant Secretary


904-357-9100

\_\_\_\_\_  
Telephone Number

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of October, 2021 by Mark R. Bridwell, as Vice President and Kyle M. Sawicki, as Assistant Secretary of Rayonier TRS Holdings Inc., a Delaware corporation, the Managing Member of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the corporation and the company.



  
(Print Name: Crystal L. Cook)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # HH9615  
My Commission Expires: 6/11/24  
He/she is [check one]:  
Personally Known ☒  
OR Produced I.D. ☐  
Type of Identification Produced

**OWNERS AUTHORIZATION FOR AGENT**

Raydient LLC dba Raydient Places + Properties LLC, England-Thims & Miller, Inc, and Driver McAfee, Hawthorne & Diebenow, PLLC are hereby authorized as Agents TO ACT ON BEHALF OF **RAYONIER FOREST RESOURCES, L.P.**, an owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Nassau County, Florida, for applications related to Development Permit or other action pursuant to a:

- |   |  |
|---|--|
| <input type="checkbox"/> Rezoning/Modification                    | <input type="checkbox"/> Conditional Use                               |
| <input type="checkbox"/> Variance                                 | <input type="checkbox"/> Preliminary Binding Site Plan                 |
| <input type="checkbox"/> Final Development Plan                   | <input checked="" type="checkbox"/> Detailed Specific Area Plan (DSAP) |
| <input type="checkbox"/> Appeal                                   | <input type="checkbox"/> Final Engineering Plan                        |
| <input type="checkbox"/> Concurrency                              | <input type="checkbox"/> Plat  |
| <input checked="" type="checkbox"/> Future Land Use Map Amendment |  |

RAYONIER FOREST RESOURCES, L.P., a  
Delaware limited partnership

BY: Rayonier Timberlands Management, LLC, a Delaware  
limited liability company, its Managing General Partner

By:   
MARK R. BRIDWELL, Vice President

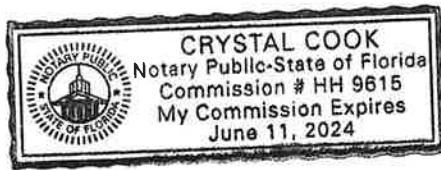
Attest:   
KYLE M. SAWICKI, Assistant Secretary


904-357-9100  
\_\_\_\_\_  
Telephone Number



STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of October, 2021 by Mark R. Bridwell, as Vice President and Kyle M. Sawicki, as Assistant Secretary of Rayonier Timberland Management, LLC, a Delaware limited liability company, as the Managing General Partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, on behalf of the limited liability company and the partnership.

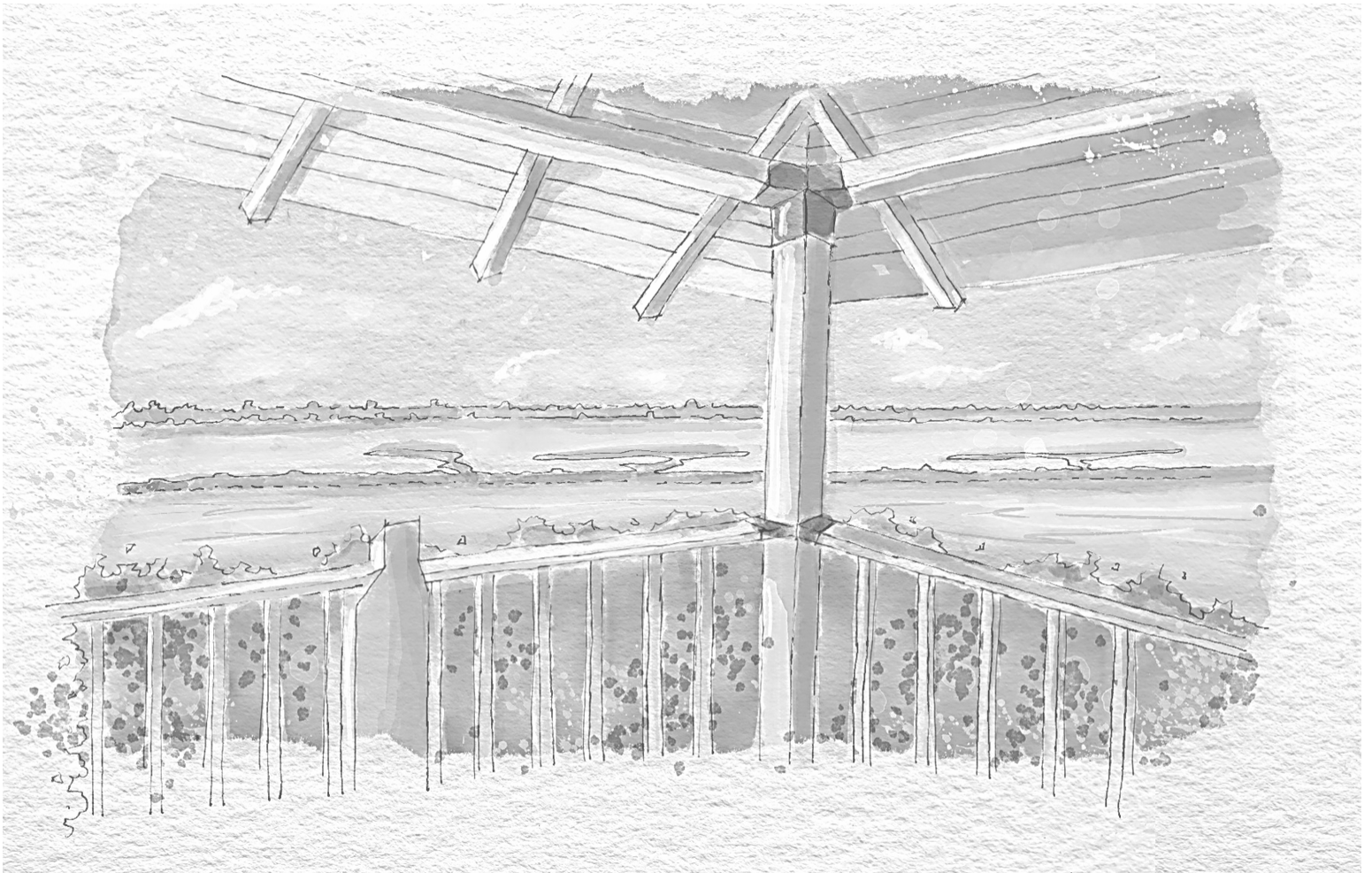


  
(Print Name: Crystal L. Cook)  
NOTARY PUBLIC  
State of Florida at Large  
Commission # HH9615  
My Commission Expires: 6/11/24  
He/she is [check one]: ☒ Personally Known  
OR Produced I.D. \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

# wildlight

## Attachment 8

### Consent for Inspection Form







**CONSENT FOR INSPECTION**

I, **RAYDIENT LLC dba RAYDIENT PLACES + PROPERTIES, LLC**, an owner of the premises described within the attached application do hereby consent to the inspection of said premises and the posting of public notice by an employee of the Department of Planning & Economic Opportunity, Nassau County, Florida, in conjunction for an application pursuant to a:

- |   |  |
|---|--|
| <input type="checkbox"/> Rezoning/Modification                    | <input type="checkbox"/> Conditional Use               |
| <input type="checkbox"/> Variance                                 | <input type="checkbox"/> Preliminary Binding Site Plan |
| <input type="checkbox"/> Plat                                     |  |
| <input checked="" type="checkbox"/> Future Land Use Map Amendment |  |
| <input checked="" type="checkbox"/> Detailed Specific Area Plan   |  |

RAYDIENT LLC DBA RAYDIENT PLACES +  
PROPERTIES LLC, a Delaware limited liability company

BY: Rayonier TRS Holdings Inc., a Delaware  
corporation, its Managing Member

By:   
MARK R. BRIDWELL, Vice President

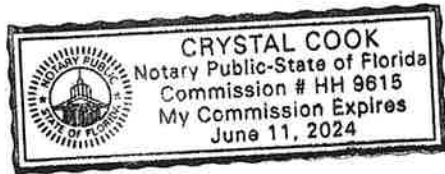
Attest:   
KYLE M. SAWICKI, Assistant Secretary

904-357-9100

Telephone Number

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of October, 2021 by Mark R. Bridwell, as Vice President and Kyle M. Sawicki, as Assistant Secretary of Rayonier TRS Holdings Inc., a Delaware corporation, the Managing Member of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the corporation and the company.



(Print Name: Crystal L. Cook)

NOTARY PUBLIC

State of Florida at Large

Commission # HH9615

My Commission Expires: 6/11/24

He/she is [check one]:

Personally Known ☒

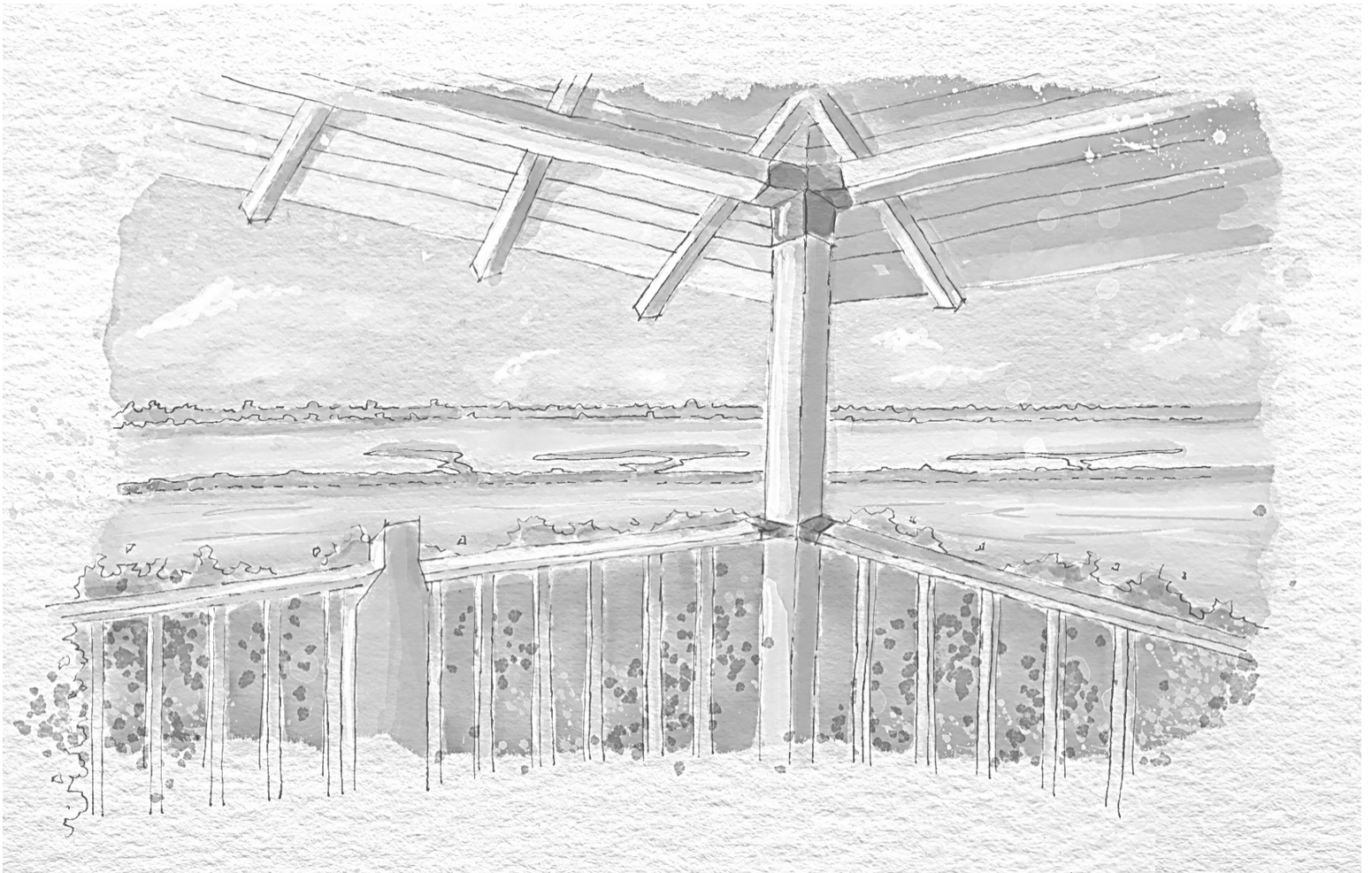
OR Produced I.D. ☐

Type of Identification Produced

# wildlight

Referenced  
Attachment 1

JEA Water/Sewer  
Availability Letter







## Availability Letter

Nicole Bolatete

6/26/2021

ENGLAND-THIMS & MILLER, INC.

14775 Old St. Augustine Rd.

Jacksonville, Florida 32258

Project Name: Wildlight DSAP 2 - Chester Road

Availability #: 2021-2707

Attn: Nicole Bolatete

Thank you for your inquiry regarding the availability of Reclaim, Sewer, Water. The above referenced number in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire two years from the date above.

### **Point of Connection:**

A summary of connection points for requested services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA requires field verification in the form of a Level A SUE of all POCs prior to any plan approval to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions. In the event the point of connection is located within a JEA easement located on private property not owned by applicant, applicant shall be responsible to obtain a temporary construction easement (TCE) from the third party owner providing applicant with the right to construct the utilities. **The TCE will need to be provided by JEA prior to setting up a pre-construction meeting.**

### **Main Extensions and/or Offsite Improvements:**

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. **It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida.** All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found at:

[https://www.jea.com/engineering\\_and\\_construction/water\\_and\\_wastewater\\_development/reference\\_materials/](https://www.jea.com/engineering_and_construction/water_and_wastewater_development/reference_materials/)

### **Reservation of Capacity:**

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at

Sincerely,

JEA Water, Sewer Reclaim  
Availability Request Team

Availability Number: 2021-2707

Request Received On: 6/15/2021

Availability Response: 6/26/2021

Prepared by: Susan West

Expiration Date: 06/26/2023

### **Project Information**

Name: Wildlight DSAP 2 - Chester Road

Address:

County: Nassau County

Type: Reclaim,Sewer,Water

Requested Flow: 1643141

Parcel Number: 44-3N-28-0000-0001-0520; 51-3N-27-4780-0003-0000; 51-3N-27-0000-0001-0290;51-3N-27-0000-0001-0300;

Location: North of Paiges Dairy Road, W. of Chester Road

Description: Project consists of 4,621 Single family residential units and 171,940 SF of non residential use; previous LOA 2016-1755

### **Potable Water Connection**

Water Treatment Grid: Nassau/Lofton Oaks

Connection Point #1: Existing 16 inch water main along Chester Rd; Existing 12 inch water main along Roses Bluff Rd

Connection Point #2: Proposed 16 inch water main along Pages Dairy Rd

Water Special Conditions: Connection point not reviewed for site fire protection requirements. Private fire protection analysis is required. Master water plan and calculations required for plan approval. Maximum number of connections allowed at a given time will be based on the capacity of the upstream system as well as the timing and schedule of upstream treatment and distribution system improvements. The project buildout schedule and timing of improvements should be an integral part of the water master plan.

### **Sewer Connection**

Sewer Grid: Nassau

Connection Point #1: Existing 12 inch force main along Chester Road; Existing 16 inch force main along SR 200

Connection Point #2:

Master wastewater plan and calculations required for plan approval. Design should utilize master pump stations to minimize the number of connections to the existing JEA force main network. Maximum number of connections allowed at a given time will be based on the capacity of the downstream system as well as the timing and schedule of downstream treatment and collection system improvements. The project buildout schedule and timing of improvements should be an integral part of the wastewater master plan. Connection to the JEA-owned sewer system for your project will require the design and construction of an onsite, JEA owned and maintained pump station, and a JEA dedicated force main (min. 4" dia.). Request a force main connection pressure letter through Step 2 of the SagesGov portal.

## **Reclaimed Water Connection**

Reclaim Grid: Nassau

Connection Point #1: Existing 16 inch reclaimed water main along Amelia Concourse

Connection Point #2:

Reclaim for irrigation purposes only. Reclaimed water will be available in the near future for your development. In the interim, a temporary connection to the potable water system will be required. Coordinate the temporary connection with the JEA Development group so the

Reclaim Special Conditions: configuration is designed to simplify the transition to reclaimed water when it becomes available. Master reclaimed water plan and calculations required for plan approval. The project buildout schedule and timing of improvements should be an integral part of the reclaimed water master plan.

Electric Availability:

Electric Special Conditions: The subject property does not lie within the geographic area legally served by JEA. The subject property does not lie within JEA's electric service territory.

General Conditions: Point of connection location(s) to be field verified by developer during project design. If needed, a development meeting may be scheduled prior to submitting a plan set through the SagesGov portal. Copies of reference drawings may also be requested using the SagesGov portal. Connections to proposed POCs are contingent upon inspection and acceptance of the proposed mains by JEA. JEA must approve construction and accept the proposed mains prior to acceptance of this project.







## Availability Letter

Kristen Phillips

9/10/2021

ENGLAND-THIMS & MILLER, INC.

14775 OLD ST AUGUSTINE ROAD

Jacksonville, Florida 32258

Project Name: Wildlight DSAP 2

Availability #: 2021-3959

Attn: Kristen Phillips

Thank you for your inquiry regarding the availability of Reclaim, Sewer, Water. The above referenced number in this letter will be the number JEA uses to track your project. Please reference this number when making inquiries and submitting related documents. This availability letter will expire two years from the date above.

### Point of Connection:

A summary of connection points for requested services are identified on the following page. JEA recognizes Connection Point #1 as the primary point of connection (POC); however, a secondary, conditional POC will be listed if available. JEA assumes no responsibility for the inaccuracy of any service connection portrayed on a JEA utility system record drawing. JEA requires field verification in the form of a Level A SUE of all POCs prior to any plan approval to ensure connection availability. Please note the Special Conditions stated in each section contain pertinent information and additional requirements as well as further instructions. In the event the point of connection is located within a JEA easement located on private property not owned by applicant, applicant shall be responsible to obtain a temporary construction easement (TCE) from the third party owner providing applicant with the right to construct the utilities. **The TCE will need to be provided by JEA prior to setting up a pre-construction meeting.**

### Main Extensions and/or Offsite Improvements:

For all utilities located in the public Right of Way or JEA easement, the new WS&R utilities shall be dedicated to JEA upon completion and final inspection, unless otherwise noted. **It shall be the applicant's responsibility to engage the services of a professional engineer, licensed in the State of Florida.** All WS&R construction shall conform to current JEA Water, Sewer & Reuse Design Guidelines which may be found at:

[https://www.jea.com/engineering\\_and\\_construction/water\\_and\\_wastewater\\_development/reference\\_materials/](https://www.jea.com/engineering_and_construction/water_and_wastewater_development/reference_materials/)

### Reservation of Capacity:

This availability response does not represent JEA's commitment for or reservation of WS&R capacity. In accordance with JEA's policies and procedures, commitment to serve is made only upon JEA's approval of your application for service and receipt of your payment of all applicable fees.

A detailed overview of the process can be found at JEA.com. This document along with other important forms and submittal processes can be found at

Sincerely,

JEA Water, Sewer Reclaim  
Availability Request Team

Availability Number: 2021-3959

Request Received On: 8/27/2021

Availability Response: 9/10/2021

Prepared by: Susan West

Expiration Date: 09/10/2023

### **Project Information**

Name: Wildlight DSAP 2

Address:

County: Nassau County

Type: Reclaim,Sewer,Water

Requested Flow: 5134952.5

Parcel Number: 50-3N-27-0000-0002-0010

Location: See attachment for a complete list of Parcels included

Overall development of Wildlight DSAP 2, consisting of 14,237 residential units and 1,013,350

Description: SF of non-residential development. Includes flow from Wildlight DSAP 2- Chester Road (LOA 2021-2707)

### **Potable Water Connection**

Water Treatment Grid: Nassau/Lofton Oaks

Connection Point #1: Existing 16 inch water main along Chester Rd; Existing 12 inch water main along Roses Bluff Rd

Connection Point #2: Proposed 16 inch water main along Pages Dairy Rd

Water Special Conditions: Connection point not reviewed for site fire protection requirements. Private fire protection analysis is required. Master water plan and calculations required for plan approval. Maximum number of connections allowed at a given time will be based on the capacity of the upstream system as well as the timing and schedule of upstream treatment and distribution system improvements. The project buildout schedule and timing of improvements should be an integral part of the water master plan.

### **Sewer Connection**

Sewer Grid: Nassau

Connection Point #1: Existing 12 inch force main along Chester Road; Existing 16 inch force main along SR 200

Connection Point #2: Proposed 16 inch force main along Chester Road

Master wastewater plan and calculations required for plan approval. Design should utilize master pump stations to minimize the number of connections to the existing JEA force main network. Maximum number of connections allowed at a given time will be based on the capacity of the downstream system as well as the timing and schedule of downstream treatment and collection system improvements. The project buildout schedule and timing of improvements should be an integral part of the wastewater master plan. Connection to the JEA-owned sewer system for your project will require the design and construction of onsite, JEA owned and maintained pump stations, and JEA dedicated force mains (min. 4" dia.). Request a force main connection pressure letter through Step 2 of the SagesGov portal.

## **Reclaimed Water Connection**

Reclaim Grid: Nassau

Connection Point #1: Existing 16 inch reclaimed water main along Amelia Concourse

Connection Point #2: Proposed 16 inch reclaimed water main along Chester Road

Reclaim for irrigation purposes only. Reclaimed water will be available in the near future for your development. In the interim, a temporary connection to the potable water system will be required. Coordinate the temporary connection with the JEA Development group so the configuration is designed to simplify the transition to reclaimed water when it becomes available. Master reclaimed water plan and calculations required for plan approval. The project buildout schedule and timing of improvements should be an integral part of the reclaimed water master plan.

Electric Availability:

Electric Special Conditions: The subject property does not lie within the geographic area legally served by JEA. The subject property does not lie within JEA's electric service territory.

General Conditions: Connections to proposed POCs are contingent upon inspection and acceptance of the proposed mains by JEA. JEA must approve construction and accept the proposed mains prior to acceptance of this project. Point of connection location(s) to be field verified by developer during project design. If needed, a development meeting may be scheduled prior to submitting a plan set through the SagesGov portal. Copies of reference drawings may also be requested using the SagesGov portal. Connections to proposed POCs are contingent upon inspection and acceptance of the proposed mains by JEA. JEA must approve construction and accept the proposed mains prior to acceptance of this project.

**Subsequent steps you need  
to take to get service:**