

PREPARED BY AND RETURN TO:  
SPENCER N. CUMMINGS, ESQ.  
GUNSTER, YOAKLEY & STEWART, P.A.  
1 INDEPENDENT DRIVE, SUITE 2300  
JACKSONVILLE, FL 32202

Inst: 202312008094 Date: 05/08/2023 Time: 1:33PM  
Page 1 of 11 B: 1489 P: 2613, James M Swisher Jr, Clerk of Court  
Columbia, County, By: AM  
Deputy Clerk Doc Stamp-Deed: 0.70

### SPECIAL WARRANTY DEED

#### [NORTH FLORIDA MEGA INDUSTRIAL PARK UTILITY SITE]

3<sup>rd</sup> THIS SPECIAL WARRANTY DEED (this "Deed") is made and executed as of the day of March, 2023, by WEYERHAEUSER NR COMPANY, a Washington corporation, successor by merger to Plum Creek Manufacturing Holding Company, Inc., successor by merger to Plum Creek Marketing, Inc., successor by merger to Plum Creek Land Company, authorized to do business in the State of Florida, and having a place of business at 220 Occidental Avenue South, Seattle, Washington 98104 ("Grantor"), to COLUMBIA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, and having a place of business at 135 NE Hernando Avenue, Suite 203, Lake City, Florida 32055 ("Grantee").

#### WITNESSETH:

That in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants, bargains, conveys and confirms to Grantee and its successors and assigns, all of the real property in Columbia County, Florida, more particularly described on Exhibit "A" attached hereto and made a part of this Deed and as generally shown on Exhibit "A-1" (the "Property"), together with all tenements, hereditaments, and appurtenances pertaining to the Property and subject to all matters set forth on Exhibit "B" attached hereto (collectively, the "Permitted Exceptions"). In the event of any conflict between Exhibit "A" and Exhibit "A-1", the Exhibit "A" shall prevail.

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

Grantor hereby covenants with Grantee that the Property is free from all encumbrances placed on the Property by Grantor (except for the Permitted Exceptions) and that Grantor will warrant and defend Grantee's title against lawful claims of all persons claiming by, through or under Grantor (except claims made pursuant to the Permitted Exceptions) but against none other. By acceptance and execution of this Deed, Grantee hereby agrees to the following terms and provisions.

**GRANTOR HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, IT BEING THE INTENTION OF GRANTOR AND GRANTEE THAT THE PROPERTY BE CONVEYED "AS IS", IN ITS PRESENT CONDITION AND STATE OF REPAIR AND THAT GRANTEE HAS MADE OR CAUSED TO BE MADE SUCH INSPECTION AS IT DEEMS APPROPRIATE. GRANTEE, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, HEREBY WAIVES AND RELEASES GRANTOR FROM ANY AND ALL CONTRACTUAL, STATUTORY,**

**COMMON LAW, AND/OR OTHER LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY BE ENTITLED TO ASSERT AGAINST GRANTOR ARISING IN WHOLE OR IN PART OF, OR RELATING OR CONNECTED IN ANY WAY TO, THE CONDITION OF THE PROPERTY INCLUDING, BUT NOT LIMITED TO ANY SUCH LIABILITIES, OBLIGATIONS, CLAIMS OR CAUSES OF ACTION BASED IN WHOLE OR IN PART UPON ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAW, RULE OR REGULATION OR THE ENVIRONMENTAL CONDITION OF THE PROPERTY.**

1. **COMPLIANCE WITH LAWS AND REGULATIONS.** Grantee acknowledges that the development and use of the Property is subject to all applicable zoning, building and governmental regulations, including, without limitation, the Development Order (as defined below) and the MUD-I Zoning (as defined below) (collectively, the **"Regulations"**), all as amended and as may be amended from time to time. Grantee shall comply, at its sole cost and expense, with the terms and conditions of the Regulations and all applicable laws, ordinances, statutes, governmental rules, and regulations (collectively, **"Laws"**) applicable to the Property and to the improvements constructed and operated thereon. Grantee shall hold harmless and indemnify Grantor from all losses, costs, damages and/or expenses incurred by Grantor as a result of a violation by Grantee of the Regulations and Laws. The **"MUD-I Zoning"** means Columbia County Ordinance No. 2013-12 and **"Development Order"** means any development order now or hereafter approved and applicable to the Property.

2. **USE RESTRICTIONS AND OTHER COVENANTS AND CONDITIONS.**

2.1 **Use Restrictions.** Grantee agrees that the Property may only be used for the Permitted Use (as defined below) and for no other purpose or use. As used herein, the **"Permitted Use"** means construction, operation, and maintenance of a wastewater treatment facility, deep injection well, and other water and sewer improvements (collectively, the **"Utility Improvements"**); provided that in no event shall the Permitted Use allow any of the following: (i) any electrical or other power generation facility or improvements (including, without limitation, any coal fired or nuclear power plant); (ii) any communication improvements or structures that do not exclusively serve the Utility Improvements; (iii) any improvements or structures exceeding fifty feet (50') in height above ground level; (iv) any mining operation; petroleum refining or other processing or bulk storage of petroleum; or (v) landfill or other similar use. Grantee's use of the Property shall not include the deployment, use, handling, generation, and/or disposal of any hazardous substance(s) in violation of any federal, state, or local law, including without limitation laws applicable to solid waste and wastewater treatment and/or to the preservation and maintenance of adjacent wetlands.

2.2 **Buffer Areas.** Grantee shall preserve the western thirty-five (35) feet of the Property (the **"Wetlands Buffer"**) in its natural condition and shall not remove, destroy, thin, trim, kill or otherwise damage or disturb, or permit or suffer the removal, destruction, thinning, trimming, killing, damage or disturbance, of any trees or vegetation within the Wetlands Buffer (subject to matters beyond Grantee's reasonable control, such as an accidental fire). Grantee shall not construct any improvements within a thirty-foot (30) buffer along the eastern boundary of the Property (the **"Road Buffer"**) unless specifically approved by Grantor. If requested by Grantor,

Grantee shall, at Grantee's expense, install and maintain any trees, hedges, bushes, landscaping, or other screening within the Road Buffer as may be requested by Grantor, including without limitation, replacing any trees that may die. Grantee shall continuously maintain the Road Buffer to preserve a well-kept appearance, at Grantee's sole cost and expense, including without limitation performing irrigation, fertilization, mowing, weeding, and replacement of dead or diseased plant materials, subject to any applicable Laws, environmental regulations, conservation easements, and governmental restrictions. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface, sidewalk, or other structure.

**2.3 Construction and Reverter.** Grantee shall commence construction of the Utility Improvements on or before September 30, 2023 (the "**Construction Commencement Deadline**") and complete construction of the Utility Improvements and put the Utility Improvements into service (at the Minimum Capacities set forth below) on or before September 30, 2024 (the "**Construction Completion Deadline**"). The "**Minimum Capacities**" means at least Five Hundred Thousand (500,000) gallons of sewer service per day, but up to Three Million (3,000,000) gallons of sewer service per day, to meet the service needs of the North Florida Mega Industrial Park being developed by Grantor.

If any of the following events occur and Grantee fails to cure within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief and any other remedies available to Grantor at law or in equity and, in addition, at Grantor's option and election (which may or may not be exercised by Grantor in its discretion), title to the Property shall revert to Grantor, at no cost to Grantor, including any improvements at the Property, and Grantor may enforce such reversion by specific performance and any other available legal action:

- (1) Grantee uses the Property for any use other than the Permitted Use;
- (2) Grantee fails to meet the Construction Commencement Deadline;
- (3) Grantee fails to meet the Construction Completion Deadline; or
- (4) after putting the Utility Improvements into service, Grantee ceases actively operating the Utility Improvements for the Minimum Capacities for a period of thirty (30) consecutive days or for thirty (30) days during any three hundred sixty five (365) day period, other than due to the following causes: (a) Grantor is required to remodel, alter, repair or restore the Utility Improvements due to a casualty; or (b) eminent domain (in such events, the time periods in this Section shall toll for such reasonable period of time as necessary to restore the Utility Improvements on the Property).

**2.4 Reconstruction and Repair.** In the event of damage or destruction to any improvements located upon the Property, Grantee agrees to restore or rebuild the damaged improvements as soon as reasonably practical after the date of such damage or destruction.

3. **MISCELLANEOUS.**

3.1 **Successors and Assigns.** The easements, covenants, restrictions and other terms contained herein shall run with title to the Property and be binding upon Grantee and all owners of the Property, or any portion thereof.

3.2 **Modification.** The terms and provisions contained in this Deed may be modified only by written amendment executed by Grantor and the then owner of any portion of the Property whose lands are affected by such amendment.

3.3 **Notice.** Any notice required to be given under this Amendment will be effective only if such notice has been sent by express 24 hour guaranteed courier or delivery service, by U.S. first class certified mail, postage prepaid, or by email, addressed to the other party as follows (or to such other place as any party may by Notice to the other specify):

**To Grantee:**

Office of the County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32055  
Telephone No.: (386) 755-4100.  
E-Mail: david\_kraus@columbiacountyfla.com

**To Grantor:**

Weyerhaeuser Company  
13005 SW 1<sup>st</sup> Road, Suite 241  
Newberry, FL 32669  
Attn: Greg Galpin  
Telephone No.: (352) 415-4532  
E-Mail: Greg.Galpin@Weyerhaeuser.com

**Copy to:**

Weyerhaeuser Company  
220 Occidental Avenue South  
Seattle, WA 98104  
Attn: Senior Legal Counsel  
Telephone No.: (206) 539-3607  
E-Mail: Donya.Burns@weyerhaeuser.com

**Copy to:**

Spencer N. Cummings, Esquire  
Gunster, Yoakley & Stewart, P.A.  
1 Independent Drive, Suite 2300  
Jacksonville, Florida 32202  
Telephone: (904) 354-1980  
Email: SCummings@gunster.com

Hardcopy notices shall be deemed given when delivered, as confirmed by delivery receipt, tracking number, or written acknowledgement from the recipient, except that if delivery is not accepted, Notice shall be deemed given on the date of such non acceptance. Electronic notices shall be deemed given upon reply email from the recipient, except that electronically generated responses shall not suffice.

3.4 **Remedies for Default.** To the extent that any party bound shall default in its obligations pursuant to the terms of this Deed, the other parties shall be entitled to exercise all remedies available to them in law or in equity to enforce the rights and privileges herein contained recognizing that damages may be an inadequate remedy.

3.5 **Severability.** Whenever possible, each provision of this Deed shall be interpreted in such manner as to be effective and valid, but if any provision or the application thereof to any person or to any property shall be prohibited or held invalid, such prohibition or invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions of this Deed are declared to be severable.

3.6 **Attorneys' Fees.** In the event litigation shall be commenced to enforce any party's rights under the terms of this Deed, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred by it in pursuing such litigation, both at the trial level and on appeal.

3.7 **Waivers and Releases.** Grantor may, without the approval or joinder of Grantee or any other person or entity, waive any of the restrictions or provisions set forth herein in favor of Grantor, in whole or in part at any time or from time to time. No waivers shall be effective against Grantor unless in writing. In addition, Grantor may assign any and all of its rights, powers, obligations and privileges under this Deed to any other entity or person, without the consent or joinder of Grantee or any party. Upon such assignment, Grantor shall be relieved of any further liabilities, duties, obligations or responsibilities with respect to such rights assigned and assumed.

3.8 **Grantor's Easements.** The Property may contain certain preservation or conservation areas, including, without limitation, wetland areas or buffers along the westerly portion of the Property, referred to below as the "**Conservation Areas**". Grantee shall comply with all Laws regarding the Conservation Areas and if requested by Grantor shall perform all monitoring, inspection, maintenance, operation and repair thereof and shall assume and accept any permit obligations related thereto. Without limitation of the foregoing, Grantor and the Grantor Parties shall have the right, but not the obligation, to enter the Property to monitor, inspect, maintain and otherwise perform any activities within the Conservation Areas in compliance with Laws and applicable permits and Grantor reserves and retains to itself and any Grantor Parties a perpetual non-exclusive easement over and across the Property for such purposes. As used herein, "**Grantor Parties**" means Grantor's successors, assigns and designees, and all of their employees, agents, contractors, subcontractors, licensees, and other representatives. Grantor may grant to third parties, including the Grantor Parties, any of the rights reserved by Grantor in this Deed, provided that use by such parties shall be subject to the terms and conditions of this Deed.

3.9 **No Implication.** None of the easements or restrictions contained in this Deed shall constitute easements or restrictions upon Grantor's adjacent property and the provisions contained herein shall not be construed to create implied negative reciprocal easements or restrictions upon any adjacent property.


{Signatures commence on following page}

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Deed as of the day and year first above written.

Signed, sealed and delivered in our  
presence:

**GRANTOR:**

**WEYERHAEUSER NR COMPANY, a**  
Washington corporation

  
Print Name: Rosemary Boelens

By: Diane M. Meyers  
Name: Diane M. Meyers  
Title: Vice President

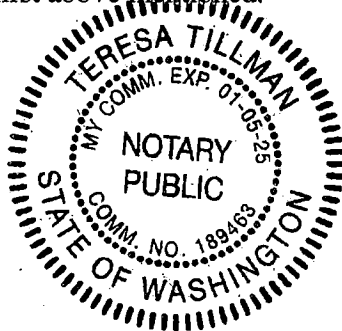
David J. Corbett  
Print Name: David J. Corbett



STATE OF WASHINGTON )  
COUNTY OF KING )

On this 4th day of May, 2023, before me, a Notary Public in and for the State of Washington, personally appeared Diane M. Meyers to me known to be the Vice President of Weyerhaeuser NR Company, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that s/he is authorized to execute said instrument on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



Teresa Tillman  
Notary Public in and for the State of Washington  
Printed Name: Teresa Tillman  
Residing at: Seattle  
My appointment expires: Jan. 05, 2025

Signed, sealed and delivered in our  
presence:

Ellen Snyder

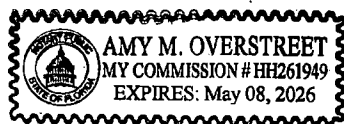
Print Name: Ellen Snyder

Jennifer Parks

Print Name: Jennifer Parks

STATE OF Florida )  
 ) ss.  
COUNTY OF Columbia )

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 3rd day of March, 2023, by David Kraus, as  
County Manager of COLUMBIA COUNTY, a political subdivision of the State of Florida, on  
behalf of the County, who ☒ is personally known to me or who ☐ has produced  
\_\_\_\_\_ as identification.



**GRANTEE:**

**COLUMBIA COUNTY**, a political  
subdivision of the State of Florida

By: [Signature]

Name: DAVID KRAUS

Title: County Manager

Amy M. Overstreet  
(Print Name Amy M. Overstreet)

NOTARY PUBLIC

State of Florida at Large

Commission # HH261949

My Commission Expires: May 08, 2026

Personally Known ☒

or Produced I.D. \_\_\_\_\_

[check one of the above]

Type of Identification Produced  
\_\_\_\_\_



**EXHIBIT "A"**

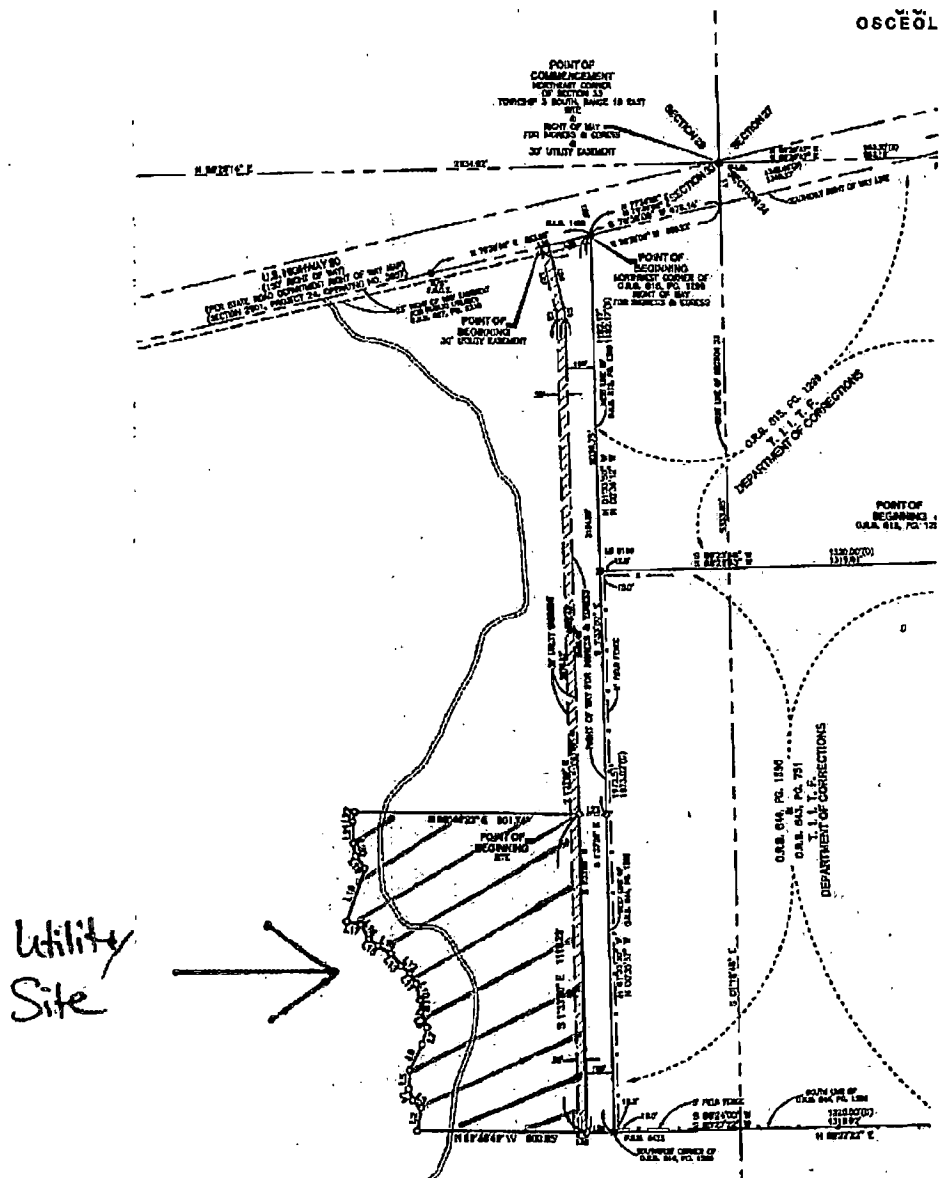
**TO SPECIAL WARRANTY DEED**

**PROPERTY LEGAL DESCRIPTION**

A parcel of land, being a portion of Section 33, Township 3 South, Range 18 East, Columbia County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of Section 33, Township 3 South, Range 18 East, Columbia County, Florida; thence on the East line of said Section 33, S 01°18'48" E, a distance of 147.20 feet to a point on the Southerly Right of Way line of U.S. Highway 90; thence departing said East line and on said Southerly Right of Way line, S 76°39'06" W, a distance of 476.14 feet to the Northwest corner of those lands described in Official Record Book 815, page 1299 of the public records of Columbia County, Florida; thence departing said Southerly Right of Way line and on the West line of said lands and on the West line of those lands described in Official Record Book 844, page 1596 of said public records, S 01°33'50" E, a distance of 2036.75 feet; thence departing said West line, N 89°46'23" W, a distance of 100.05 feet to the Point of Beginning; thence S 01°33'50" E, a distance of 1118.29 feet; thence N 89°58'49" W, a distance of 600.85 feet; thence N 08°45'15" E, a distance of 81.85 feet; thence N 49°50'56" W, a distance of 38.74 feet; thence N 21°35'34" W, a distance of 43.97 feet; thence N 04°12'12" E, a distance of 64.17 feet; thence N 26°03'58" E, a distance of 100.84 feet; thence N 16°56'18" E, a distance of 62.23 feet; thence N 24°06'51" W, a distance of 58.32 feet; thence N 01°01'01" W, a distance of 43.97 feet; thence N 14°29'49" W, a distance of 58.58 feet; thence N 34°30'13" W, a distance of 43.91 feet; thence N 51°38'01" W, a distance of 40.24 feet; thence N 39°33'47" W, a distance of 58.29 feet; thence N 62°13'32" W, a distance of 53.10 feet; thence N 52°39'23" W, a distance of 39.64 feet; thence N 30°42'38" W, a distance of 61.66 feet; thence N 79°06'46" W, a distance of 50.85 feet; thence N 18°46'49" E, a distance of 200.44 feet; thence N 36°10'35" W, a distance of 54.77 feet; thence N 10°58'58" W, a distance of 45.24 feet; thence N 01°45'51" W, a distance of 75.82 feet; thence N 10°20'49" E, a distance of 34.96 feet; thence S 89°46'23" E, a distance of 801.74 feet to the Point of Beginning.

**EXHIBIT "A-1"**  
**TO SPECIAL WARRANTY DEED**  
**PROPERTY MAP**



**EXHIBIT "B"**

**TO SPECIAL WARRANTY DEED**

**PERMITTED EXCEPTIONS**

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