



**COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM REQUEST FORM**

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 5/31/2024 Meeting Date: 6/6/2024

Department: Economic Development

**1. Nature and purpose of agenda item:**

Weyerhaeuser will convey 30 acres of land to the county to use as an economic development incentive for rail and approximately 25 acres to construct rail segment 2.

**2. Recommended Motion/Action:**

Approve Real Estate Conveyance Agreement with Weyerhaeuser

**3. Fiscal impact on current budget.**

This item has no effect on the current budget.

## **REAL ESTATE CONVEYANCE AGREEMENT**

This Real Estate Conveyance Agreement ("Contract") is made and entered into by and between WEYERHAEUSER NR COMPANY, a Washington corporation (hereinafter referred to as "SELLER"), and COLUMBIA COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida ("BUYER"). SELLER and/or BUYER may be referred to herein individually as a "Party" or collectively as the "Parties." The Effective Date of this Agreement shall be the latest date of the Party signatures.

1. **Conveyance.** In consideration of the mutual covenants contained herein, SELLER agrees to sell and convey and BUYER agrees to purchase and take title to, upon the terms herein set forth, all that tract or parcel of real estate containing (a) approximately 24.3 acres, more or less, located within the "Rail Spur - Segment 2" construction boundary, comprising areas shown as the "Rail Property" and the "Pond Property," as shown on **Exhibit A**, and being more particularly described and/or depicted in **Exhibit B** ("Rail Spur Property"); and (b) up to 30 additional acres outside of the Rail Spur - Segment 2 construction boundary (shown at Exhibit B), but within the North Florida Mega Industrial Park, all in Columbia County, Florida, to be determined by the Parties and more particularly described and/or depicted at **Exhibit C** within nine (9) months of the Effective Date ("Additional Property"). (The Rail Spur Property and the Additional Property may be referred to individually as "each Property" or collectively as the "Real Property.") The Parties acknowledge and agree that this Contract reflects, and satisfies, certain obligations of the Parties arising from that certain Memorandum of Agreement Between Plum Creek Land Company and Columbia County, Florida dated March 20, 2014 ("MOA"), including without limitation obligations concerning construction and maintenance of the rail spur, and conveyance of real property rights therefor.

2. **Consideration.** In consideration of the real estate conveyance by SELLER, hereafter agreed to be made, BUYER agrees to clear, grub, grade, and construct Rail Spur - Segment 2, including without limitation the stormwater pond with its associated swales, and water control structures at the Rail Property, and at the north adjacent "NE Area" and "NW Area" shown on Exhibit A (collectively, the "North-Adjacent Property"), (the "Work") all as per the Rail Spur - Segment 2 Construction Plans, attached at Exhibit B and made a part hereof ("Plans").

3. **Disclaimer; Waiver.**

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

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

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

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

(d) BUYER, for itself and its successors and assigns, hereby waives and releases SELLER PARTIES from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that BUYER or its successors and assigns may be entitled to assert against SELLER PARTIES arising in whole or in part of, or relating or connected in any way to, the condition of the Real Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Real Property.

#### **4. Access, Inspection, and Construction.**

(a) BUYER, its agents and representatives, shall have the right, from the date hereof until closing, to go on the Rail Spur Property and the Additional Property (subject to the Parties' determination of its location) at reasonable times to make engineering, soil report and other inspections and feasibility studies ("Inspections"), provided that BUYER shall not conduct a Phase II Environmental Assessment on the Real Property without SELLER's prior written consent. BUYER hereby covenants and agrees to indemnify and hold SELLER harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by the exercise of BUYER's rights under this paragraph.

(b) BUYER, its agents and representatives, shall further have the right, from the date hereof until Closing, to go on the Rail Spur Property and the North-Adjacent Property at reasonable times to conduct the Work in accordance with Section 4(c) hereof, provided that any and all BUYER parties conducting the Work (*e.g.*, contractors engaged to perform all or any part of the Work) enter into the separate "License to Enter and Conduct Certain Activities" attached

hereto at **Exhibit D** with SELLER (the "License") prior to entering the Rail Spur Property or the North-Adjacent Property. BUYER hereby covenants and agrees to indemnify and hold SELLER harmless from any loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by the exercise of BUYER's rights under this paragraph.

(c) BUYER shall cause the Work to be completed within twelve (12) months of the Effective Date, as evidenced by a survey showing completion of the Work in accordance with the Plans and meeting the standards set out in Section 8 hereto ("Work Completion"). Any and all changes to the Plans shall require SELLER's review and written approval within five (5) business days after receiving BUYER's written notice of same to SELLER; and such approval shall not to be unreasonably withheld, conditioned, or delayed. BUYER's notice, and request for approval, regarding proposed changes to the Plans shall include a description of the proposed changes and updated Plans as appropriate. Failure to comply with this Section 4(c) shall constitute Default under this Contract.

**5. Closing.** The consummation of the purchase and sale of each Property contemplated herein (the "Closing") shall take place at a mutually agreeable location at or before 12:00 PM (local time) on or before the day that is thirty (30) days after Work Completion (the "Closing Date"). BUYER shall have one (1) right to extend Closing, as to the Additional Property only, for up to six (6) months after the Closing Date. To exercise such right, BUYER shall provide written notice of same to SELLER at least five (5) business days prior to the Rail Spur Closing Date. Closing on the Additional Property is contingent on Closing on the Rail Spur Property pursuant to this Contract (including without limitation completion of the Work).

**6. Deed of Conveyance.** At the Closing, SELLER shall deliver Special Warranty Deeds conveying to BUYER title to each Property, containing the disclaimer and release provisions contained in paragraph 3 and warranting title against the claims of all persons claiming by, through or under SELLER, but against none other; the conveyance and the foregoing warranty being subject to the following (collectively, the "Permitted Exceptions" to said warranty):

- (a) liens for taxes, assessments and other governmental charges which are not yet due and payable as of the Closing;
- (b) all land use (including environmental and wetlands), building and zoning laws, regulations, codes and ordinances affecting the 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.

**7. Closing Instruments.**

- (a) SELLER shall deliver to escrow for Closing the following on or before the Closing Date:
  - (i) The Deed in accordance with Section 5 above;
  - (ii) Seller's standard Owner's Affidavit
  - (iii) Seller's FIRPTA certificate;
  - (iv) A signed settlement statement.
- (b) BUYER shall deliver to escrow for Closing the following on or before the Closing Date:
  - (i) Documentation as may be required under this Agreement;
  - (ii) Such other documentation as may be reasonably required to close the transaction, including, without limitation, a signed settlement statement, any required transfer tax form, and escrow instructions.

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

- (a) the survey must be prepared by a licensed surveyor, registered in the State in which the Real Property is located, and signed and sealed by the surveyor;
- (b) the survey must show on the face thereof the GPS coordinates for the Point of Beginning;
- (c) the survey must certify to and show on the face thereof the total number of acres contained within the boundaries of the Real Property; and
- (d) as to the Rail Spur Property Survey only, the survey must meet Florida Department of Environmental Protection (DEP) Environmental Resource Permit (ERP) standards, and show the exact dimensions, geometry, and location of all elements of the Work completed pursuant to the Plans (*i.e.*, as-built drawings).

(e) as to the Additional Property only, the Parties shall work in good faith to facilitate an accurate boundary survey of the Additional Property as reasonably necessary, said survey to be completed at least thirty (30) days before Closing.

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

**9. Title Search.** BUYER shall bear the expense of searching title and the full cost of any title insurance premiums including extended coverage or endorsements, if any.

**10. Prorations; Expenses; Property Taxes.** All outstanding real estate *ad valorem* taxes for the calendar year of closing shall be prorated and paid by SELLER as of the Closing Date at the Closing. SELLER shall pay for any state property transfer taxes and will prepare the Special Warranty Deed. BUYER shall pay escrow fees and closing costs, as well as all costs of recording. BUYER shall pay when due (and indemnify and hold SELLER harmless from) all taxes, assessments and penalties (including any which may be attributable or allocable to periods prior to the Closing) resulting from any change made or caused by BUYER in the use or classification of the Real Property after the Closing. In the event that the non-responsible party receives the tax bill, that party agrees to forward it to the other party for payment. The parties agree that no refunds will be issued for incorrectly paid tax bills by either party unless an error is made and the aggrieved party makes a written request for refund within twelve months of the Closing Date.

**11. Hunting Lease.** BUYER is advised that, as of the Effective Date, the Real Property is subject to a hunting lease(s). Hunting leases (if any) covering the Rail Spur Property will be terminated within 30 days after the Effective Date. Hunting lease(s) covering the Additional Property will be terminated effective as of the Closing Date or as soon thereafter as practicable, provided that the lessee of any such hunting lease will have thirty (30) days following termination of any such hunting lease to remove deer stands and other hunt club equipment from Additional Property.

**12. Casualty Loss.** No fire, casualty, act of nature, or exercise of eminent domain powers ("Casualty Event") shall entitle BUYER to terminate or otherwise modify this Agreement. In the case of a Casualty Event, the Parties shall work in good faith to appropriately modify the timing of the Parties' obligations herein, but in no case shall Closing be deferred more than six (6) months.

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

**14. Default.** In the event of default by SELLER in its obligations hereunder, BUYER's sole remedy is that BUYER shall (a) be released from all obligations or liabilities hereunder not yet completed under this Contract; and (b) be entitled to reimbursement(s) for its reasonable costs related to conducting the Work (excluding any Inspections), but not to exceed to Twenty Thousand Dollars (\$20,000). In the event of default by BUYER, BUYER shall furnish to SELLER, at no cost to SELLER, all reports, studies, drawings, specifications relating to the Real Property and/or the Work conducted by or for BUYER, and BUYER agrees that any and all improvements made by BUYER at the Real Property shall become the property of SELLER at no cost to SELLER. BUYER shall further work in good faith with SELLER, at SELLER's request, to timely transfer and/or assign to SELLER any and all permits and contracts required or reasonably necessary for completion of the Work. BUYER and SELLER agree that remedies outlined in this Section 14 constitute reasonable compensation for damages sustained by SELLER or BUYER, as the case may be, upon default by the other Party because of the uncertainty in ascertaining actual damages. In no event shall either Party be liable to the other Party for any consequential, incidental, indirect or special damages arising out of this Contract or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

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

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

**If to SELLER:** WEYERHAEUSER NR COMPANY  
13005 SW 1<sup>st</sup> Road, Suite 214  
Newberry, FL 32669  
Attn: Greg Galpin  
Phone: (352) 415-4532  
Email: *Greg.Galpin@Weyerhaeuser.com*

**With a copy to:** WEYERHAEUSER COMPANY  
220 Occidental Ave. South  
Seattle, WA 98104  
Attention: Corporate Counsel  
Phone: (206) 539-3607  
Email: *Donya.Burns@Weyerhaeuser.com*

**If to BUYER:**

Office of the County Manager  
135 NE Hernando Avenue, Suite 203  
Lake City, Florida 32055  
Attn: David Kraus  
Phone: (386) 755-4100  
Email: *David\_Kraus@ColumbiaCountyFL.com*

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

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

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

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

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

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

23. **Assignment; Successors.** BUYER shall have the right to assign its rights under this Contract, in whole or in part, provided that Buyer shall give SELLER written notice of the assignment at least ten (10) days prior to Closing. The notice shall specify the name, address, and phone number of the assignee(s). If the assignment is less than a full assignment, the notice shall also state the portion of the Real Property subject to the assignment and the allocation of the Purchase Price. SELLER shall be under no obligation to close any partial assignment unless the entirety of the Real Property closes for the full Purchase Price in simultaneous transactions. If BUYER makes an assignment of this Contract, BUYER shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of the SELLER and BUYER shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

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

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

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

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

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

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

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

**31. Use of Name.** BUYER acknowledges and agrees that the names “Weyerhaeuser” and “Plum Creek” (or any variations thereof) shall not be used by BUYER, or its assigns, in any way or on any activities conducted by or on behalf of BUYER, including advertisements.

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

**33. Offer and Acceptance.** This instrument shall be regarded as an offer by BUYER which shall remain open for acceptance by SELLER and subject to certain internal corporate reviews and approvals. Upon execution by SELLER, this Contract shall be binding upon the parties. As used herein, the phrase “Date of this Contract” shall mean and refer to the last date on which this Contract is executed by both BUYER and SELLER, as indicated by the date entered under each signature. If this Offer is not accepted by SELLER within forty-five (45) days of SELLER’s receipt thereof, this Offer shall cease and be null and void and the Earnest Money shall be returned to BUYER.

**34. Governing Law.** This Contract shall be construed and enforced in accordance with the laws of the state in which the Real Property is located.

**35. Special Provisions.** *Reserved.*

*Parties’ signatures on following page.*

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals as of the day and year indicated next to their signatures.

**BUYER:**

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

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

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

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

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

**SELLER:**

**WEYERHAEUSER NR COMPANY**

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

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

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

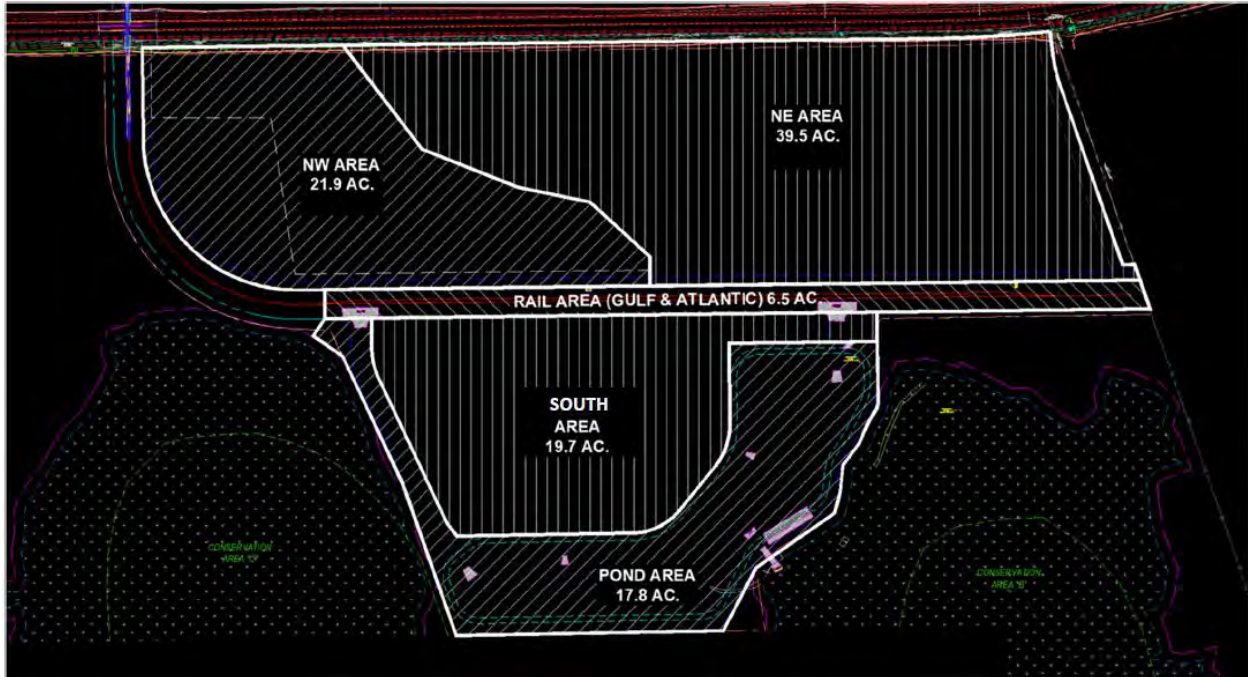
Date of Execution: \_\_\_\_\_

## EXHIBIT A Rail Spur Property

Rail Spur Property:

Pond Area: 17.8 acres

Rail Area: 6.5 acres



## North Florida Mega Industrial Park



**EXHIBIT B**  
**Rail Spur Segment 2 Construction Plans (the “Plans”)**

*The Plans are 18 pages long and begin on the following page.*



**EXHIBIT D**

**Form of License to Enter and Conduct Certain Activities (“License”)**

*License is 27 pages long (including Exhibits) and begins on the following page.*