

RESOLUTION NO 2026 - 063

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THOSE CERTAIN EASEMENT ASSIGNMENT AND DEED AGREEMENTS BETWEEN THE CITY, THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, AND WEYERHAEUSER COMPANY AND ITS AFFILIATES IN FURTHERANCE OF THE CLOSING OF THE ACQUISITION OF THE NORTH FLORIDA MEGA INDUSTRIAL PARK WASTE WATER TREATMENT PLANT CONTEMPLATED BY THE AGREEMENT APPROVED BY RESOLUTION 2026-043; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENTS AND INSTRUMENTS; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS; RECOGNIZING THE AUTHORITY OF THE VICE-MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS IN THE ABSENCE OR UNAVAILABILITY OF THE MAYOR; DIRECTING THE MAYOR OR VICE-MAYOR, AS APPROPRIATE TO EXECUTE AND BIND THE CITY TO SAID AGREEMENTS AND INSTRUMENTS; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Columbia County Board of County Commissioners (the "County") owns a wastewater collection, transmission, treatment, and disposal system, the real property on which it is situate, and other related assets (the "Treatment Plant"), located in Columbia County, Florida, located east of the North Florida Mega Industrial Park; and

WHEREAS, the County and the City of Lake City, Florida (the "City") entered into that certain *Agreement for Sale and Purchase of Certain Wastewater System Assets* (the "Purchase Agreement") in April 2026, whereby the County will sell to the City the assets and assign certain liabilities associated with the Treatment Plant, and Lake City will purchase from the County the assets and certain liabilities associated with the Treatment Plant; and

WHEREAS, the County has the power and authority to sell the Treatment Plant and Lake City has the power and authority to acquire and to operate the Treatment Plant in order to provide wastewater infrastructure and treatment services within Columbia County; and

WHEREAS, pursuant to Section 180.301, Florida Statutes, the City has examined the assets to be acquired, has examined the Treatment Plant and the City's existing financial structures, has examined the long-range needs and goals of the City relative to the provision of wastewater

service to present and future citizens of the City and the County, and has determined consummating and closing the acquisition of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, pursuant to Section 125.3401, Florida Statutes, the County has examined the assets to be conveyed, has examined the County's existing financial structures, has examined the long-range needs and goals of the County relative to the provision of wastewater service to its present and future citizens, and has determined consummating and closing the conveyance of assets contemplated by the Purchase Agreement is in the public interest; and

WHEREAS, the real property on which the Treatment Plant is situated (the "WWTP Parcel") was conveyed to the County by Weyerhaeuser Company ("Weyerhaeuser") for the purpose of the County constructing the Treatment Plant thereon; and

WHEREAS, Weyerhaeuser granted certain easements to the County for purposes of operating a spray field in connection with the Treatment Plant, along with easements for sewage pipelines connecting the Treatment Plant to said spray field (collectively, the "Spray Field and Pipeline Easements"); and

WHEREAS, the deed conveying the WWTP Parcel to the County (the "WWTP Deed") and the agreements conveying the Spray Field and Pipeline Easements to the County (collectively, the "Easements") where subject to certain restrictions, covenants, and reversionary provisions (collectively, the "Conditional Provisions"); and

WHEREAS, the WWTP Deed and the Easements are attached hereto as Composite Exhibit "A"; and

WHEREAS, the Purchase Agreement requires that the County will assign its interests and obligations arising from the WWTP Deed and the Easements to the City, and the City will assume from the County such interests and obligations; and

WHEREAS, Weyerhaeuser must consent to the assignment and assumption of such interests and obligations, and has expressed its intention to do so; and

WHEREAS, in furtherance of the consummation and closing contemplated by the Purchase Agreement, attached as Composite Exhibit "B" hereto are such assignments of the Easements and the WWTP Deed (collectively, the "Assignment Agreements") whereby the City will assume the County's obligations to Weyerhaeuser arising from the Conditional Provisions of the Easements and the WWTP Deed; and

WHEREAS, assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the Assignment Agreements fulfills the City's obligations arising from the Purchase Agreement in furtherance of the consummation and closing contemplated by said agreement; and

WHEREAS, the City, the County, and Weyerhaeuser individually and collectively desire to consummate and close the City's acquisition of the Treatment Plant and related assets by adopting the terms of the Assignment Agreements; and

WHEREAS, assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the terms of the Assignment Agreements is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Assuming the County's obligations arising from the Conditional Provisions of the Easements and WWTP Deed by adopting the terms of the Assignment Agreements is in the public interest, in the interests of the City, and for public welfare; and
2. In furtherance thereof, the Assignment Agreements in the form of Composite Exhibit "B", attached hereto, should be and are approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
5. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Assignment Agreements; and
6. In the absence or unavailability of the Mayor, the Vice Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Assignment Agreements; and
7. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
8. This resolution shall become effective and enforceable upon final adoption by the City Council

of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of May, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

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]

3rd THIS SPECIAL WARRANTY DEED (this "Deed") is made and executed as of the March 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 1st 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}

EXHIBIT "A"

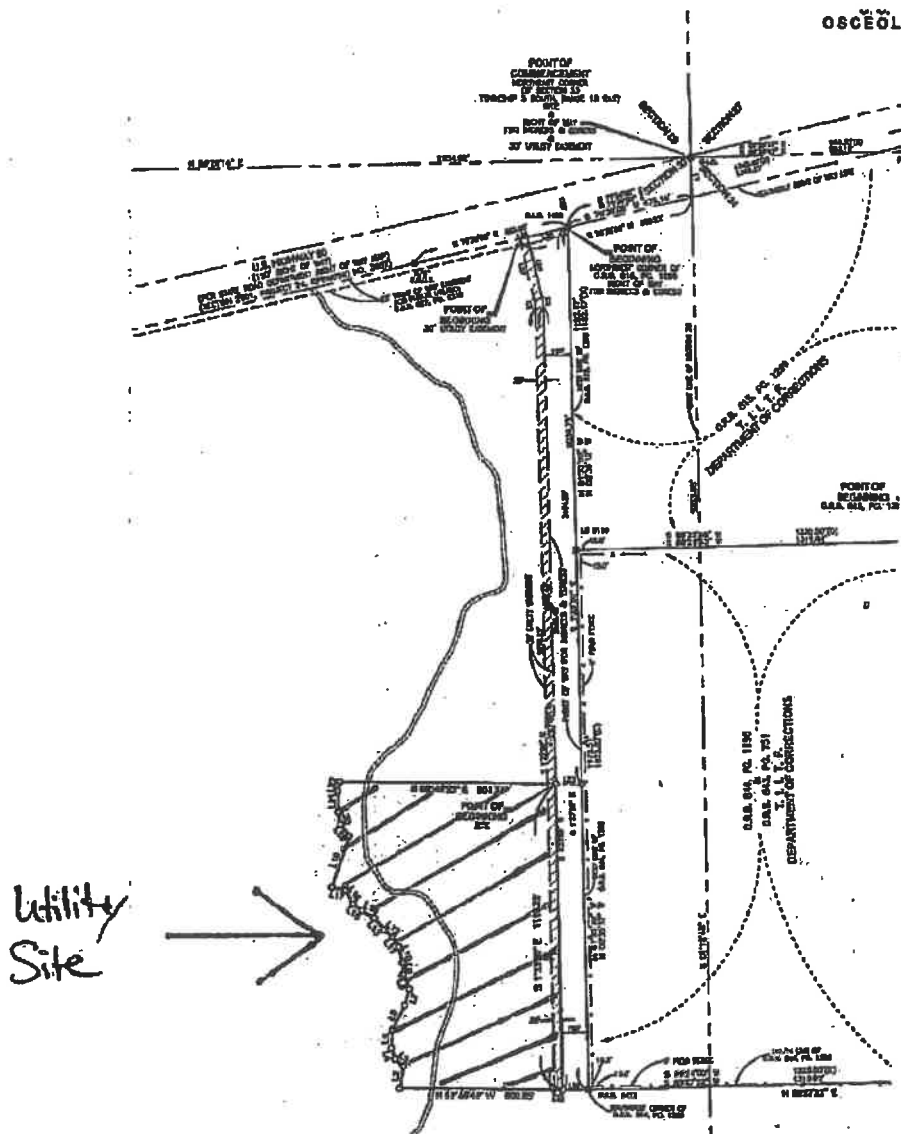
TO SPECIAL WARRANTY DEED

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



ACTIVE:16547291.8

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.

Prepared by and return to:
Spencer N Cummings, Esq.
1 Independent Drive, Suite 2300
Jacksonville, Florida 32202

Inst: 202312015467 Date: 08/16/2023 Time: 8:32AM
Page 1 of 21 B: 1497 P: 232, James M Swisher Jr, Clerk of Court
Columbia, County, By: VC *MS*
Deputy Clerk Doc Stamp-Deed: 0.70

TEMPORARY EASEMENT AGREEMENT
Temporary Spray Field Easement

June 15, 2023 (the "Effective Date") by and between WEYERHAEUSER COMPANY, a Washington corporation ("Grantor"), and COLUMBIA COUNTY, a political subdivision of the state of Florida (the "County"). Grantor and the County are sometimes collectively referred to below as the "Parties," and each individually as a "Party".

WITNESSETH:

A. Grantor owns certain property in Columbia County, Florida which is legally described on Exhibit "A" (the "Property").

B. Grantor's affiliate, Weyerhaeuser NR Company, a Washington corporation ("WNR"), owns land west of the Property, which land is being developed as a multi-phased, mixed-use development known as the North Florida Mega Industrial Park (the "NFMIP").

C. WNR and the County intend to enter into a utility service agreement to provide utility services for the NFMIP, which agreement may include construction of a wastewater treatment plant, a deep injection well, and other utility improvements (the "Utility Service Agreement"). WNR has transferred approximately twenty (20) acres of land within the NFMIP to the County so that the County can construct the wastewater treatment plant and related improvements ("WWTP"). The WWTP will not be independently operational until a deep injection well can also be installed to support WWTP operations. The Parties acknowledge it may take several years to install the same.

D. Until the deep injection well and related improvements are constructed, the County requires use of Grantor's Property for a temporary effluent spray field to serve the NFMIP in connection with early operations of the WWTP.

The County wishes to use Grantor's Property for the purposes set forth above, and Grantor has agreed to allow such use, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the Annual Payments set forth below, and other good and valuable consideration, the receipt and sufficiency of which being hereby mutually acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easements; Term; Consideration.

2.1 Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants to the County, and the County hereby takes and accepts, each of the following easements: (a) a temporary non-exclusive easement to use the approximately 190-acre area of the Property described on **Exhibit "B"** and shown on **Exhibit "D"** (the "**Spray Field Easement Area**") solely for the development, construction, operation, maintenance, repair, and decommissioning of an interim restricted-access, slow-rate land application system and effluent spray field (the "**Spray Field**") and related facilities and appurtenances to serve the NFMIP (the "**Spray Field Easement**"); (b) a temporary non-exclusive easement to use an approximately fifteen (15) foot wide strip of the Property as described on **Exhibit "C"** and shown on **Exhibit "D"** (the "**Pipeline Easement Area**") to install a pipeline (the "**Pipeline**") to connect the Spray Field and related facilities and appurtenances to the WWTP (the "**Pipeline Easement**"), provided however, that the Parties acknowledge that the description and depiction of the Pipeline Easement run onto the adjacent property to the west owned by WNR and Grantor hereunder grants the Pipeline Easement only to the extent that the same runs over the Property owned by Grantor; and (c) a temporary non-exclusive easement to use those certain roads on the Property located as approximately as shown on **Exhibit "E"** (the "**Access Roads**," and the Access Roads collectively with the Spray Field Easement Area and the Pipeline Easement Area, the "**Easement Areas**") solely for the purpose of accessing and navigating the Spray Field Easement Area (the "**Access Easement**," and the Access Easement collectively with the Spray Field Easement and the Pipeline Easement, the "**Easements**"). The County shall not use any other portions of the Property, other than the Easement Areas, without Grantor's prior written consent, which may be withheld in its sole discretion. The County may allow its agents, consultants, contractors, their subcontractors, and other representatives (collectively, the "**County Related Parties**") to utilize the rights granted to the County under this Agreement for the purposes set forth herein, provided that the County shall be responsible for ensuring that all County Related Parties comply with the terms and conditions of this Agreement.

2.2 Term. The County's right to use the Property under this Agreement pursuant to the Easements shall commence upon the Effective Date and automatically terminate the earlier of (a) six (6) years after completion of the WWTP (indicated by issuance of a primary operating permit for the WWTP from the Florida Department of Environmental Protection (or a substantially equivalent governmental authorization to operate the WWTP)); or (b) December 31, 2030 at 11:59 PM (the "**Term**"). The Term may be extended by either Party one (1) time, by four (4) additional years (the "**Extension Term**"), but only as necessary to complete construction of the deep injection well referenced in Recital C above so that the WWTP can commence independent operations. Such four (4) year extension may be elected by either Party in such event by written notice to the other Party given at least ninety (90) days before the expiration of the initial Term. The County shall use all commercially reasonable efforts to complete construction of the deep injection promptly and within the time periods set forth above. If for any reason such deep injection well is not completed and operational by the end of any extended Term, the Parties shall meet to consider any further extension that might be necessary. No further extension shall be had unless agreed upon in writing by both Parties. In no event, however, shall the County have any right to extend the Term if the County is then in default under this Agreement.

2.3 Consideration. In consideration of the foregoing Easements, the County shall pay Grantor the annual sum of Nineteen Thousand Dollars (\$19,000) (One Hundred Dollars (\$100.00) per acre) included within the Spray Field Easement Area ("**Annual Payment**"). During the Extension Term, the Annual Payment shall be the sum of Twenty-Two Thousand Forty Dollars (\$22,040) (One Hundred Sixteen Dollars (\$116) per acre). The County shall make the first advance Annual Payment for the first year of the Term the earlier of (a) the first day of the next calendar month that is at least three (3) business days after the completion of the WWTP (as described in Section 2.2, above); or (b) January 1, 2025. The County shall make all future Annual Payments on each following anniversary of the first Annual Payment during the Term, including any extension thereof. There shall be no additional payments required for the County's associated use of the Access Roads and Pipeline Easement Area hereunder.

3. Work.

3.1 Plans and Specifications. Prior to commencing any construction activities on any of the Easement Areas, or any installation or material modification of the Spray Field, the Pipeline or any related facilities, appurtenances or component parts thereof, including any groundwater monitoring wells and other systems installed in connection with the Spray Field (collectively, the "**Utility System**" and construction, installations, or material modifications thereof, the "**Construction Work**"), the County shall submit to Grantor for its prior written approval proposed plans and specifications detailing all aspects of the construction activities or components of the Utility System to be then installed or materially modified, including the type and location of each component to be installed or materially modified, and providing a detailed construction or modification plan (as applicable) and a schedule for the proposed work (the "**Plans and Specifications**"). The County shall construct the Utility System in two segments to match effluent disposal with the number of NFMIP customers, as generally contemplated under that certain Land Application Engineering Report concerning the NFMIP prepared by Jones Edmunds in June of 2021 (the "**JE Report**"). Upon completion of any Construction Work, the County shall provide Grantor with an as-built survey or other type of mutually acceptable plans showing all new or modified as-built components of the Utility System or other completed construction on the Easement Areas. Notwithstanding the above, the County may complete minor modifications of the Utility System (collectively, "**Minor Modification Work**") and may make minor deviations from approved Plans and Specifications without Grantor's prior written approval; provided, however, that if the County ever reasonably doubts whether any proposed modifications or deviations are minor, the County shall inquire with Grantor before proceeding with such work.

3.2 Maintenance and Monitoring. At least thirty (30) days prior to commencing any use or operation of the Utility System after the initial construction thereof, the County shall submit to Grantor for its review a detailed operations, maintenance, and monitoring plan for the Utility System, which shall at a minimum: (a) address appropriate maximum design capacities and average daily flows, (b) include a schedule of periodic inspections, (c) incorporate all conditions and requirements of any Approvals issued in connection with the Utility System, including the primary operating permit from the Florida Department of Environmental Protection ("**DEP**") and any Groundwater Monitoring Plan that may be approved in connection with any applications for said Approvals (otherwise, propose a groundwater monitoring plan), (d) address appropriate thresholds and maximums for discharge, chemicals (e.g., nitrogen), and other waste products discharged, produced by, or used in connection with the Utility System, and (e) emergency

procedures and plans (including shut-down procedures and clean-up plans) in the event of an unforeseen event or malfunctioning of the Utility System (the “**O&M Plan**”). The foregoing are minimum requirements of any O&M Plan. The Parties agree that the County may submit DEP’s minimum O&M requirements as the O&M Plan hereunder, which the Parties agree will be presumptively sufficient to satisfy the foregoing. Notwithstanding the foregoing, however, Grantor may from time to time require any reasonable additional information, inspections, monitoring, procedures or other components it selects to add to such minimum O&M Plan with respect to (x) any emerging contaminants (*e.g.*, PFAS, PFOA, PFOS, PBDE, PFBS), (y) any matters that were not specifically addressed in the final permit issued by DEP for the installation and operation of the WWTP and Spray Filed, and/or (z) any circumstances that have changed or new data, research or other understandings that may have emerged since DEP’s issuance of such final permit. Such additional requirements may be added by Grantor upon notice delivered to the County and shall become a part of the O&M Plan to be adhered to hereunder thirty (30) days after the County’s receipt of such notice. In all events, the periodic inspections and monitoring shall be performed by private independent contractors that are qualified and experienced in such matters (and otherwise reasonably approved by the Parties) or inspectors appointed by any federal, state, or local government body having jurisdiction over the operation of the Utility System (“**Inspectors**”).

The County agrees to: (i) operate and monitor the Utility System in strict accordance with such O&M Plan as amended from time to time, (ii) provide Grantor with copies of all periodic reports and results concerning the monitoring and testing performed under the O&M Plan, and (iii) perform all maintenance, repair, or other work recommended by any Inspector, called for in the O&M Plan, or that otherwise becomes necessary or appropriate. Notwithstanding any of the above, if Grantor has a good faith reason to suspect that the Utility System is not functioning properly and may cause a material issue, then regardless of any set monitoring or testing schedule set forth in the O&M Plan, Grantor may require that Grantee promptly perform at its cost such inspections or other testing as may be appropriate to determine if any such issue exists. All operations, maintenance, and monitoring work performed hereunder is referred to herein as the “**O&M Work**” (and, all O&M Work together with all Construction Work and all Minor Modification Work, collectively, “**Work**”).

3.3 General Work Requirements. The County shall be solely responsible for timely paying for all Work that the County or any County Related Parties perform. If any third party files any lien against the Property in connection with any Work done by or on behalf of the County, the County shall promptly bond off or cause the release of such lien at its sole cost and expense. All contractors and consultants hired by the County to perform any Work hereunder, and all of their subcontractors, must be appropriately licensed, bonded, and insured in the State of Florida and all persons performing any Work hereunder by or on behalf of the County (whether a County employee or County Related Party) must be reputable and experienced in the type of work they are performing hereunder. Further, if any Work is required or recommended to be supervised by a geologist, engineer, or other professional pursuant to any Legal Requirement (as defined below), any Approval (as defined below), or any technical or consulting reports prepared or submitted in connection with any Approval (including but not limited to the JE Report), the County shall engage such a professional at its sole cost and expense to supervise such Work. The County shall ensure that all Work performed by or on behalf of the County is performed in a diligent, good and workmanlike manner, and in material accordance with any corresponding approved Plans and

Specifications, the approved O&M Plan (as the same may be updated), and all Approvals and Legal Requirements.

4. Approvals. The County shall, at its expense, be responsible for obtaining all approvals and permits (collectively, the “**Approvals**”) from all governmental authorities or quasi-governmental authorities necessary to permit any Work and the development and operation of the Utility System, including but not limited to all permits and approvals required from the DEP and any other federal, state, county or local political subdivision, agency, board or similar body. In all cases, the County shall be the operator, permit-holder and responsible party for all Approvals. The County shall provide to Grantor for its review and written approval copies of all applications, permit forms, plans, or similar documents which the County intends to submit related to the Approvals prior to submission, provided that if Grantor has not provided its approval, conditional approval, or denial within 15 days after receipt of each such document(s), they will be considered approved by Grantor. The County shall not materially change any applications, plans, or similar documents previously submitted for review without additional approval from Grantor. Upon approval by Grantor, the County may submit the same to the appropriate governmental authority and shall keep Grantor apprised of the status of approval and permit processing. The County shall provide to Grantor copies of all issued Approvals promptly upon the County’s receipt thereof.

5. Effect of Reviews. Notwithstanding any review, comment, or approval hereunder by Grantor concerning any Plans and Specifications, the O&M Plan, or any applications, plans, or similar documents submitted in connection with any Approvals, Grantor shall not in any way or for any reason ever be responsible for any defects in, missing information from, failures to address, or otherwise faulty aspects of any Plans and Specifications, the O&M Plan, or any Approvals or any defective construction or operation related to the Utility System or within the Easement Areas, and the County hereby releases Grantor from any and all such liability. No such acts by Grantor shall relieve the County from having sole responsibility for complying with (and causing the County Related Parties to comply with) all Plans and Specifications, the O&M Plan, all Approvals, all Legal Requirements, and all other matters concerning the construction, installation, and operation of the Utility System by or on behalf of the County.

6. Activities of County.

6.1 Legal Requirements; Other Limitations. The County agrees that the County and County Related Parties shall comply with all current and future Approvals, any other permits and approvals, all recommendations contained within any technical reports, inventories, site assessments, and similar professional opinions upon which the Approvals or any other permits and approvals are based (including but not limited to the JE Report), and all laws, rules, regulations, court orders, and binding covenants affecting the Property (collectively, the “**Legal Requirements**”) in connection with the use and operation of the Utility System and the Easement Areas, including, without limitation, all those promulgated by DEP and all others respecting the environment, health and/or safety. The County shall take all actions necessary to properly restrict public access to the Spray Field, which may include fencing, signage, and similar precautions.

6.2 Road Rules. The County shall not improve, remove or otherwise modify any of the Access Roads without first obtaining Grantor’s prior written consent. The County shall keep all gates that are or may be installed on the Access Roads closed and locked, except as may

be permitted by Grantor from time to time. Neither the County nor any County Related Party shall drive with excessive speed on the Access Roads nor obstruct, interfere with or prevent use of the Access Roads. Grantor shall have the right to adopt other reasonable rules and regulations concerning use of the Access Roads, including rules concerning restrictions on weight, speed limits, frequency of use, and use during adverse weather and fire conditions, and the County shall comply with and ensure that the County Related Parties comply with all of the same. In no event shall use of any Access Roads be restricted hereunder in such a manner as to unreasonably interfere with or limit the County's ability to efficiently and expeditiously complete any Work pursuant to this Agreement. If the County or any County Related Party damages the Access Roads, the County shall cause the same to be repaired at its or any County Related Party's sole cost and expense.

6.3 Operations at the Property. Other than conducting the spray field use in accordance with the terms of this Agreement, the County shall not damage or allow the Property to be damaged in connection with the County's use of the Easement Areas and shall promptly repair at its cost any such damage to the Property caused by the County or any County Related Parties. Without limiting the generality of the foregoing, the County shall be responsible at its cost for cleaning up all inadvertent overland flow that may occur outside of the Spray Field Easement Area as a result of the County's operation of the Utility System hereunder. The County shall conduct and shall be sure that all County Related Parties conduct, all operations, Work, and other activities under this Agreement in a manner that does not materially damage, degrade, or otherwise adversely affect the wetlands, wildlife, surface water or groundwater at, on, or under the Property or any lands within the vicinity. Grantor shall take all reasonable steps to protect such wetlands, wildlife, surface water and groundwater, including but not limited to maintaining all buffer areas around such wetlands and wildlife habitat areas as may be required by any Approvals or Legal Requirements or as may be otherwise recommended by any professional reports obtained by the County in connection with the Utility System or any Approvals therefor (including the JE Report). For purposes of managing this paragraph and the other similar provisions of this Agreement, the County shall take at its cost initial soil samples and sample all new monitoring wells installed as part of the Utility System hereunder, according to methods and procedures reasonably approved by Grantor in advance, and analyze the samples for the contaminants reasonably specified by Grantor, before the start of effluent disposal operations at the Property in order to characterize and establish a baseline condition for the existing soils and groundwater quality.

6.4 Shut-Downs. If at any time during the Term, Grantor, the County, DEP or any Inspector determines that the Utility System is at any time not functioning properly, is producing effluent not meeting the standards set forth in any Approval, Legal Requirement, O&M Plan or the terms of this Agreement, or is otherwise creating a hazard or danger to the Property, surrounding lands, human health or the environment, then the Party first learning about the issues shall immediately notify the other Party. In all such cases, the County shall immediately shut down the Utility System until repairs, upgrades, or other modifications can be made in a manner that adequately addresses all concerns of Grantor, the County, DEP or any Inspector.

6.5 Servicing Other Lands. The County may use the Utility System under this Agreement to service property(ies) outside the NFMIP. However, the connection of any such off-site property(ies) shall not be permitted to impair the primary function of the Utility System to serve the NFMIP, regardless of when service was first provided to any off-site or NFMIP

property(ies). Any such impairment shall be resolved by the County immediately discontinuing service to off-site properties as required to restore service to any and all NFIMP properties requiring same.

7. Hazardous Substances. The County shall not and will not permit any County Related Party to use any Hazardous Substances on the Property, other than effluent discharged in strict accordance with and at all times below the thresholds authorized in the O&M Plan, all Approvals (including the primary operating permit from DEP), all Legal Requirements, and the terms of this Agreement. As used herein, the term "**Hazardous Substance**" means any substance, material, waste, pollutant or contaminant now or hereafter defined, regulated, or designated as a hazardous or toxic waste, material, substance, contaminant, or other pollutant by any federal, state, or local law, statute, regulation, ordinance or order presently or hereafter in effect pertaining to human health, natural environment, or environmental conditions, including but not limited to the Comprehensive Environmental Response, Compensation, and Liability Act, the Resource Conservation and Recovery Act, and any similar state or local laws, as such statutes, regulations, ordinances or orders may be amended from time to time. For purposes of this Agreement, Hazardous Substances also includes any substance, material, waste, pollutant or other emerging contaminant (e.g., PFAS, PFOA, PFOS, PBDE, PFBS) that may not yet be specifically defined, regulated, or designated as hazardous or toxic by any or all federal, state or local law, but which demonstrates similar toxicity, corrosivity, ignitability, reactivity, or other dangerous characteristics as those that are currently defined, regulated or designated by federal, state, or local law. In all events the County shall not use the Property in any way that could be a danger to human health or safety. The County shall notify Grantor if the County learns of any unpermitted or otherwise dangerous discharge, disposal, release, or leak of Hazardous Substances on or around the Property caused or permitted by the County, any County Related Party or the Utility System. If the County, any of its employees, any County Related Party or the Utility System discharge, dispose of, or release any Hazardous Substances in connection with this Agreement and Grantor is later forced by any governmental agency, court order, or settlement arrangement with any party to clean-up, remediate, or remove the same, then regardless of whether the Hazardous Substance may have been previously allowed hereunder or under any Approval or Legal Requirement, the County shall take at its sole cost and expense (or cause the responsible County Related Party to take) all necessary and appropriate actions to clean-up, remediate, and remove such Hazardous Substances. In no event shall the County cause or permit (or allow any County Related Party to cause or permit) the use of any products containing glyphosate on or around the Property. This Section 7 shall survive expiration or sooner termination of this Agreement.

8. Timber. The County agrees not to cut, remove, damage, kill, or destroy any of the planted pine or other timber, whether merchantable or pre-merchantable, located on the Property (collectively, "**Timber**"), and the County shall not permit any County Related Party to do so, except to the extent as may be specifically approved by Grantor in writing in Grantor's sole and absolute discretion. If the County or any County Related Party cuts, removes, damages, kills or destroys any of the Timber located on the Property without Grantor's written consent, Grantor will suffer damages that are difficult or impossible to ascertain. The Parties agree that the table set forth on **Exhibit "F"** is a reasonable estimate of Grantor's damages in such event and not a penalty (the "**Liquidated Damages**"). The Liquidated Damages are expressed on an acreage basis and shall be prorated, as reasonably determined by Grantor, for any partial acres impacted by the County's activities. If the County or any County Related Party cuts, removes, damages, kills or destroys

any of the Timber located on the Property in violation of this Section 8, then the County shall pay Liquidated Damages to Grantor upon demand by Grantor. Without limitation of the generality of the foregoing, Liquidated Damages shall specifically apply if the spray field use or the operation of the Utility System kills or damages any Timber or renders any of it unmerchantable, as reasonably determined by Grantor. This provision shall survive expiration or sooner termination of this Agreement.

9. “As Is” Condition. The County acknowledges that all of the Property is currently used for logging, forestry and other industrial purposes and is maintained only to standards required for such use. The portions of the Property to be used by the County for the purposes stated in this Agreement are delivered to and accepted by the County in their “As Is, Where Is, With All Faults” condition and without any warranty or representation, express or implied, as to current or future condition or suitability of the Property or any part of it for the County’s purposes, whatsoever. The County assumes all risks of personal injury or property damage to the County, all County Related Parties, and all of their employees, officers, agents, invitees, and other representatives with respect to the exercise of the rights granted in and the actions of such parties taken under this Agreement.

10. Grantor’s Retained Rights. Grantor retains the right, for itself and any Grantor Related Parties (defined below), to use the Easement Areas in any manner which does not materially interfere with the County’s Spray Field use and other rights granted herein; provided, however, that Grantor shall not harvest any timber from the Spray Field Easement Area (except as provided below) until after the Utility System has been decommissioned in accordance with Section 19.2. Grantor further specifically reserves the right, for itself and any Grantor Related Parties, to enter the Easement Areas to inspect and manage timber, to remove downed or hazardous timber and to use and cross over the Access Roads for ingress and egress, utilities, and any other purposes not inconsistent with this Agreement. As used herein, “Grantor Related Parties” means Grantor’s subsidiaries and affiliates and Grantors’ and all of their agents, contractors, licensees, invitees, assigns and other representatives. Grantor may grant to third parties, including the Grantor Related Parties, any of the rights reserved by Grantor herein, provided that use by such parties shall be subject to the terms and conditions of this Agreement. The County shall not obstruct the Easement Areas or interfere with Grantor’s or the Grantor Related Parties’ other uses of the Easement Areas that are not inconsistent with this Agreement. Any utility improvements constructed by the County that cross or otherwise affect the Access Roads shall be buried below the surface of the ground at a depth that will not interfere with Grantor’s or any Grantor Related Parties’ use of or access to the Easement Areas.

11. Assignment or Sublease. The County may freely assign this Agreement to a successor public utility owned and operated by a dependent special district of the County, or a successor public utility owned and operated by an independent special district of the State of Florida. Otherwise, the County shall not assign the Agreement or any right or interest of the County hereunder or sublease or sublicense the right of use to all or any portion of the Property without first obtaining Grantor’s prior written consent, which may be withheld in Grantor’s sole and absolute discretion. Any attempted prohibited assignment, sublease or sublicense without Grantor’s prior written consent shall be void ab initio.

12. Indemnity; Release.

12.1 By the County. To the fullest extent permitted by law, the County agrees to indemnify, defend, hold harmless and release Grantor from and against any and all claims, actions, damages, liabilities, costs or expense, including, without limitation, those arising from bodily injury or death (collectively "**Claims**"), or in any manner related to the use of the Property by the County, its employees, and the County Related Parties under this Agreement, except to the extent that any Claims are caused by the gross negligence or willful misconduct of Grantor or any Grantor Related Party. Notwithstanding any of the above, the foregoing indemnity obligations are made by the County subject to applicable limitations on the County's tort liability as set forth in Florida Statute Section 768.28. This paragraph shall survive the expiration or sooner termination of this Agreement.

12.2 By Contractors. If the County hires any third-party consultants or contractors and/or such consultants and contractors hire any subcontractors to perform work under this Agreement, the County shall require that its contracts with such consultants and contractors, and their contracts with their subcontractors, include a provision that such consultant, contractor, or subcontractor agrees to indemnify, defend, hold harmless and release Grantor from and against any and all Claims arising from or in any way related to the use of the Property under this Agreement by such consultant, contractor, or subcontractor, their applicable employees, agents and others otherwise entering or using the Property by, through or under such consultant, contractor or subcontractor hereunder, except to the extent that any Claims are caused by the gross negligence or willful misconduct of Grantor or any Grantor Related Party. Each such provision shall expressly state that it survives expiration or sooner termination of the respective contract. Before entering the Property hereunder, Grantor may request to review any such contracts to ensure compliance with this section and the County shall provide the same.

13. Insurance. The County agrees that it, and such of its third-party contractors and their subcontractors who shall conduct activities on the Property, shall each maintain at their sole cost and expense the following types of insurance at all times during the Term, which insurance shall be in forms and with companies reasonably acceptable to Grantor:

Comprehensive general liability insurance policies (including contractual liability coverage) having coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and in the aggregate for bodily injury and property damage, which shall specifically include "Broad Form Property Damage" coverage;

Automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement") having coverage limits of at least One Million and No/100 Dollars (\$1,000,000) per accident;

For all professionally licensed contractors and subcontractors, professional liability insurance having coverage limits of not less than Two Million and No/100 Dollars (\$2,000,000.00) per claim and in the aggregate; and

If applicable, state or private industrial accident insurance covering the applicable party and its employees, which shall fully comply with state and federal employment and workers' compensation laws, and employer's liability insurance covering the party and all of its employees having limits of Five Hundred Thousand and No/100Dollars (\$500,000) each accident and disease per employee.

All insurance of the County or its contractors and their subcontractors shall be primary, exclusive of any coverage carried by Grantor (including any self-insurance), and shall be exhausted first notwithstanding that Grantor may have other valid and collectible insurance covering the same risk. Each policy shall name Grantor as an additional insured and shall each waive rights of subrogation against Grantor. Proof of such insurance coverages shall be provided to Grantor prior to the County or its contractors or their subcontractors commencing activities on the Property. Each policy shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to Grantor before cancellation or any change in the coverage, scope or amount of the policy and, if any insurer will not provide such an endorsement, then the applicable party shall immediately notify Grantor if any such cancellation or change in coverage occurs. Nothing herein contained shall limit the County's or any of its contractors' or their subcontractor's obligations to Grantor under this Agreement as to the scope or the amount of the insurance coverage.

The provisions of this Section 13 shall survive the termination or expiration of this Agreement, for a period not to exceed six (6) years.

14. Events of Default. The County's or any County Related Party's failure to observe, keep or perform any of the terms, covenants, agreements or conditions of this Agreement shall constitute an event of default under this Agreement. Should an event of default be discovered by either Party, the discovering Party shall notify the other of the alleged default and the defaulting Party shall first have ten (10) calendar days to correct the default condition or otherwise satisfy the non-defaulting Party that no default has occurred before any remedies may be pursued hereunder. Upon the occurrence of any event of default by the County or any County Related Party (and after the foregoing notice and cure period), Grantor shall have all rights and remedies as are available at law or in equity for such default, including, without limitation, the right to terminate this Agreement. Upon any such default, Grantor shall specially have the right, with or without terminating this Agreement, to recover from the County any damages incurred by Grantor related to such defaults, which may include, without limitation, any costs incurred by Grantor related to any violation this Agreement by the County. The County specifically agrees to pay Grantor, upon demand, any and all costs resulting from any environmental liability or property damage caused by the County or any County Related Party, including but not limited to the costs of remediation, attorneys' fees, and consultants' costs. No pursuit of any remedy herein provided shall constitute a forfeiture or waiver of any other remedies.

15. Attorneys' Fees. In the event of litigation arising to enforce this Agreement, the substantially prevailing Party in such action will be entitled to collect reimbursement from the other Party for the reasonable actual fees of attorneys and court costs in connection with the action.

16. Nature of Easement. In no event shall this Agreement constitute a lease or effect the grant or creation of any leasehold estate in the Property. This Agreement is intended and shall

be construed as granting a mere easement or right of use in the Property. Further, Grantor does not warrant the title to the lands traversed by the Easements and shall have no liability of any kind to the County in the event of the failure of said title; all implied warranties of title that may be had by the grant of Easements made herein are hereby disclaimed. The grant of each Easement hereunder is also subject to all existing easements, servitudes, rights of way, mineral leases, covenants and other encumbrances or conditions either of record or on the ground apparent that an accurate survey or inspection of the Property would reveal. The County may obtain any title report that it wishes concerning the Property to confirm the state of title or to determine the suitability of title to the Property for the County's purposes set forth herein.

17. Effect of Agreement. The covenants and agreements herein contained, shall bind, and the benefits and advantages hereof shall inure to the respective heirs, legal representatives, successors and permitted assigns of the Parties hereto. This Agreement constitutes a contract under the laws of the State of Florida, and shall be construed according to the laws thereof. Invalidation of any provision of this Agreement by judgment or court order will not affect any other provision, all of which remain in full force and effect. This Agreement represents the entire agreement between the Parties with respect to the subject matters hereof, and supersedes all other prior agreements, representations, and covenants, oral or written. This Agreement may not be amended or modified except in writing signed by the Parties hereto. This Agreement may be executed in several counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument. This Agreement has been negotiated at arm's length by Grantor and the County, and the Parties mutually agree that for the purpose of creating the terms of this Agreement, neither Party shall be deemed responsible for the drafting thereof, nor shall any interpretative presumption be used against either Party in construing the terms of this Agreement.

18. Terms of Utility Service Agreement. While the Parties are hopeful that a Utility Service Agreement will be agreed upon, the terms and conditions thereof must be acceptable to both Parties in their sole and absolute discretion, and the Parties are not obligated to enter into the Utility Service Agreement. In addition, neither Party is obligated to continue negotiating the Utility Service Agreement and either Party may cease negotiations at any time..

19. Expiration or Termination of Agreement.

19.1 Expiration and Termination. Either Party may terminate this Agreement and the Term at any time by written notice to the other Party if (i) the Parties officially terminate negotiations of the Utility Service Agreement or the Utility Service Agreement is later terminated, after commencing the Spray Field use on the Property, the County thereafter ceases using the Property as a Spray Field, or (ii) the County fails to obtain any Approvals required to operate the Utility System as contemplated, or (iv) after obtaining the Approvals, the Approvals thereafter expire such that the County no longer has the right to conduct the Spray Field use, or (v) the County establishes a permanent operating WWTP and deep injection well for a public access reuse system at the NFMIP. Any such early termination of the Term and this Agreement shall be effective on the date that is forty-five (45) days after delivery of the written notice of termination. Upon expiration or earlier termination of this Agreement, Grantor and the County shall not have any further rights or obligations under this Agreement, except for those that survive termination under

this Agreement and except for any violation of this Agreement related to the period of time prior to such termination. Upon any expiration or earlier termination of this Agreement, Grantor shall have the unilateral right to record a written confirmation of the termination of this Agreement, which shall be dispositive for all purpose. Without limitation of the immediately foregoing sentence, if requested by Grantor, the County shall execute and deliver to Grantor a recordable document confirming the termination of this Agreement.


19.2 Surrender and Return Requirements. Upon expiration or any earlier termination of the Term, except as may be otherwise authorized or requested by Grantor, the County shall remove all parts of the Utility System from all Easement Areas and remove all related equipment, fencing, vehicles and other personal property of the County or any County Related Party from all Easement Areas. The County shall also fully decommission the Utility System at such time in compliance with all Approvals and Legal Requirements. Further, unless otherwise authorized by Grantor, the County shall take all additional actions necessary to repair all damage to all Easement Areas or any portion of the remainder of the Property caused by the County, any County Related Party or the Utility System, and the County shall return all Easement Areas to Grantor in generally the same condition as existed on the Effective Date. All removal, decommissioning, and surrender activities required under this paragraph shall be performed at the sole cost and expense of the County. This paragraph shall survive any expiration or termination of this Agreement for a period of two (2) years.

19.3 Ongoing Monitoring. If any applicable Approval or Legal Requirement requires that the Utility System or Spray Field Easement Area continue to be monitored after expiration or sooner termination of this Agreement, or if Grantor requires the same for a reasonable period after such expiration or termination, the County shall have the right to extend the Term hereof by written notice given to Grantor for the sole purpose of operating, maintaining, monitoring, and ultimately removing any monitoring wells and related facilities that were previously installed as part of the Utility System (or installing new monitoring devices if approved by Grantor in advance), but for no other purpose. All other applicable terms and conditions of this Agreement shall apply to any such extension period. Any such extension shall be for only that period of time required by the applicable Approval, Legal Requirement or Grantor and the County's notice shall specify the same.

20. Notices. All notices required or desired to be given under this Agreement shall be in writing and either be (a) hand-delivered, (b) sent by certified mail, return receipt requested, (c) sent via FedEx, UPS or similar overnight service, or (d) sent via electronic mail, so long as notice is also provided promptly thereafter through either method (a), (b) or (c) as herein described. All notices shall be addressed to the Party being noticed, and shall be deemed to have been given (i) when delivered, if by hand delivery, (ii) three (3) business days after deposit in a U.S. Post Office or official letter box, if sent by certified mail, (iii) one (1) business day after timely deposited in a FedEx, UPS or similar overnight service depository, or (iv) upon transmission by sender if sent via electronic mail (provided that said email is sent before 5:00 pm EST, otherwise receipt shall be deemed on the next business day). All notices shall be delivered or sent prepaid by the sender and shall be addressed as follows:

The County: Office of the County Manager
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32055
Attn: David Kraus
Telephone No.: (386) 755-4100
E-Mail: david_kraus@columbiacountyfla.com

Copy To: Grady H. Williams, Jr., LL.M., Attorney
1543 Kingsley Ave., Ste.5
Orange Park, FL 32073
Telephone No.: (904) 264-8800
E-Mail: grady@floridaelder.com

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

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

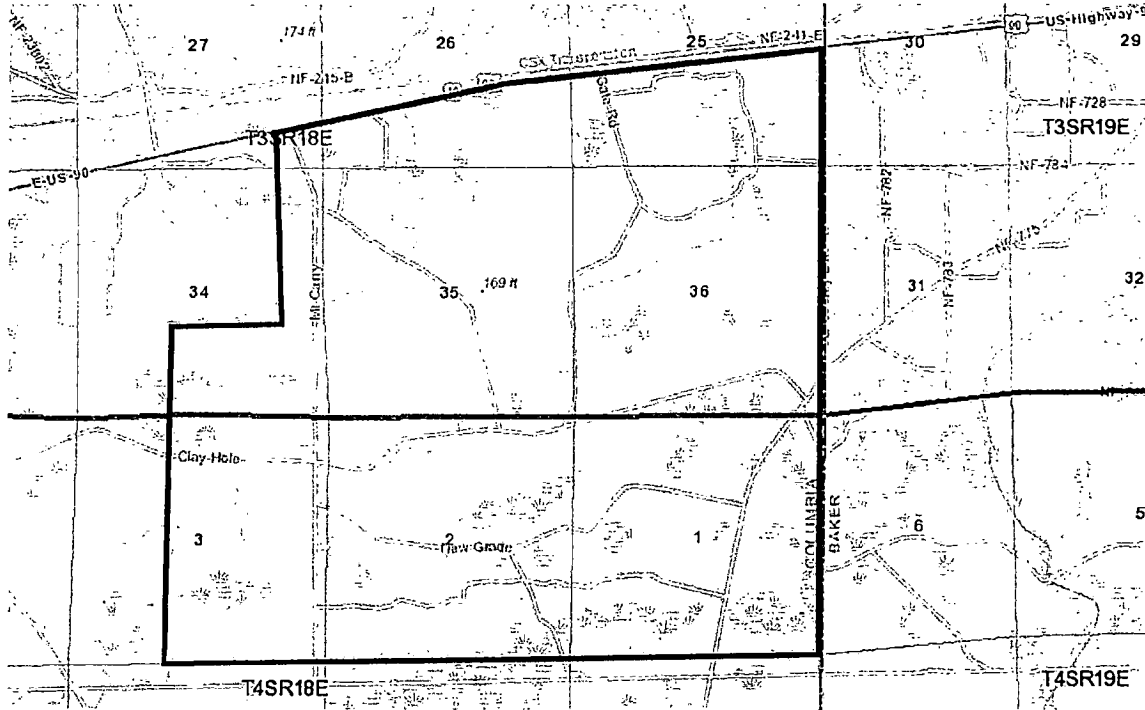
21. Exhibits. This Agreement includes the following exhibits which are fully incorporated herein by reference: **Exhibits "A"** (Property), **Exhibit "B"** (Spray Field Easement Area), **Exhibit "C"** (Pipeline Easement Area), **Exhibit "D"** (Map of Easement Areas – Spray Field Easement Area and Pipeline Easement Area), **Exhibit "E"** (Access Roads), and **Exhibit "F"** (Liquidated Damages).

{Signatures commence on following page.}

EXHIBIT "A"

PROPERTY: Overall Description and Depiction

(Not a description or depiction of the specific Easement Areas, which are on following exhibits)



Tax Parcel ID	Owner's Name	Acreage	ShortDesc
01-4S-18-10343-000	WEYERHAEUSER COMPANY	640	ALL 618-693, 905-2653, QC 937-2588, 1328-2440, 1330-495,
02-4S-18-10344-000	WEYERHAEUSER COMPANY	640	ALL DB 72 - PG 393, 120-290, 173-454, 618-693, 646-779, 905-2653, QC 937-2588, WD 1036-1405, WD 1128-2093, PR 1143-2058, WD 11
03-4S-18-10345-000	WEYERHAEUSER COMPANY	400	ALL, EX THE WEST 2000 FT DESC IN LTD WD 1228-735. DB 72 - PG 393, 120-290, 173-454, 618-693, 646-779, 905-2653, QC 937-2588, WD
25-3S-18-10304-000	WEYERHAEUSER COMPANY	269	ALL S OF US-90. 618-693, 905-2653, QC 937-2588, 1328-2440,
26-3S-18-10306-000	WEYERHAEUSER COMPANY	183.3	E1/2 OF SW1/4 & SE1/4 ALL LYING S OF US-90 & SW1/4 OF SW1/4, EX RD R/W. 44-355, 324-155, 618-693, 905-2653, 937-2588, 1328-2440,
27-3S-18-10308-000	WEYERHAEUSER COMPANY	20.4	ALL LYING S OF US-90, EX A PARCEL OF LAND DESC IN ORB 725-041 & EX A SMALL TRIANGULAR PARCEL DESC IN ORB 815-1299, 905-2653, QC
34-3S-18-10339-000	WEYERHAEUSER COMPANY	213.41	ALL, EX A PARCEL OF LAND DESC ORB 725-41 & EX APPROX 26.90 AC DESC ORB 815-1299 & EX 39.79 AC DESC ORB 843-751 & EX THE WEST 200
35-3S-18-10340-000	WEYERHAEUSER COMPANY	641	ALL 618-693, 905-2653, QC 937-2588, 1328-2440,
36-3S-18-10341-000	WEYERHAEUSER COMPANY	639	ALL 324-156, 618-963, 905-2653, QC 937-2588, 1328-2440,

3,646.11

EXHIBIT "B"

SPRAY FIELD EASEMENT AREA: Description (Approx. 190 acres)

A PORTION OF SECTION 34 AND 35, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 3 SOUTH, RANGE 18 EAST; THENCE NORTH 88°26'47" EAST, ALONG THE NORTH LINE OF SAID SECTION 35, 1605.94 FEET; THENCE SOUTH 4°56'08" EAST, 935.94 FEET; THENCE SOUTH 0°24'59" WEST, 1675.54 FEET; THENCE NORTH 72°51'23" WEST, 49.97 FEET; THENCE SOUTH 74°58'20" WEST, 56.81 FEET; THENCE SOUTH 52°52'04" WEST, 115.17 FEET; THENCE SOUTH 12°53'30" WEST, 81.63 FEET; THENCE SOUTH 7°46'06" EAST, 194.18 FEET; THENCE SOUTH 23°32'02" WEST, 82.87 FEET; THENCE SOUTH 63°07'41" WEST, 273.29 FEET; THENCE SOUTH 86°36'24" WEST, 300.53 FEET; THENCE NORTH 79°29'46" WEST, 182.43 FEET; THENCE SOUTH 88°18'19" WEST, 525.47 FEET; THENCE SOUTH 64°11'21" WEST, 150.62 FEET; THENCE SOUTH 44°45'27" WEST, 87.12 FEET; THENCE SOUTH 47°53'49" WEST, 174.05 FEET; THENCE SOUTH 1°04'56" EAST, 268.63 FEET; THENCE SOUTH 60°56'40" WEST, 100.4 FEET; THENCE SOUTH 87°42'56" WEST, 238.63 FEET; THENCE NORTH 70°54'20" WEST, 492.23 FEET; THENCE NORTH 1°31'59" WEST, TO THE SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 581 OF COLUMBIA COUNTY, FLORIDA, 89.58 FEET; THENCE CONTINUE NORTH 1°31'59" WEST, ALONG THE EAST LINE OF DESCRIBED LANDS, 2402.08 FEET; THENCE NORTH 73°10'53" EAST, 528.39 FEET; THENCE NORTH 3°33'10" EAST, 231.23 FEET; THENCE NORTH 34°16'55" WEST, 188.12 FEET; THENCE NORTH 85°13'22" WEST, TO SAID EAST LINE, 431.05 FEET; THENCE NORTH 1°31'59" WEST, ALONG SAID EAST LINE TO A POINT ON THE NORTH LINE OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST, 422.7 FEET; THENCE NORTH 88°26'47" EAST, ALONG THE NORTH LINE OF SAID SECTION 34, 1000.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

PIPELINE EASEMENT AREA: Description (Approx. 15' wide strip)

THAT PORTION OF THE FOLLOWING 15 FOOT WIDE EASEMENT LAYING IN TAX PARCEL 34-3S-18-10339-000.

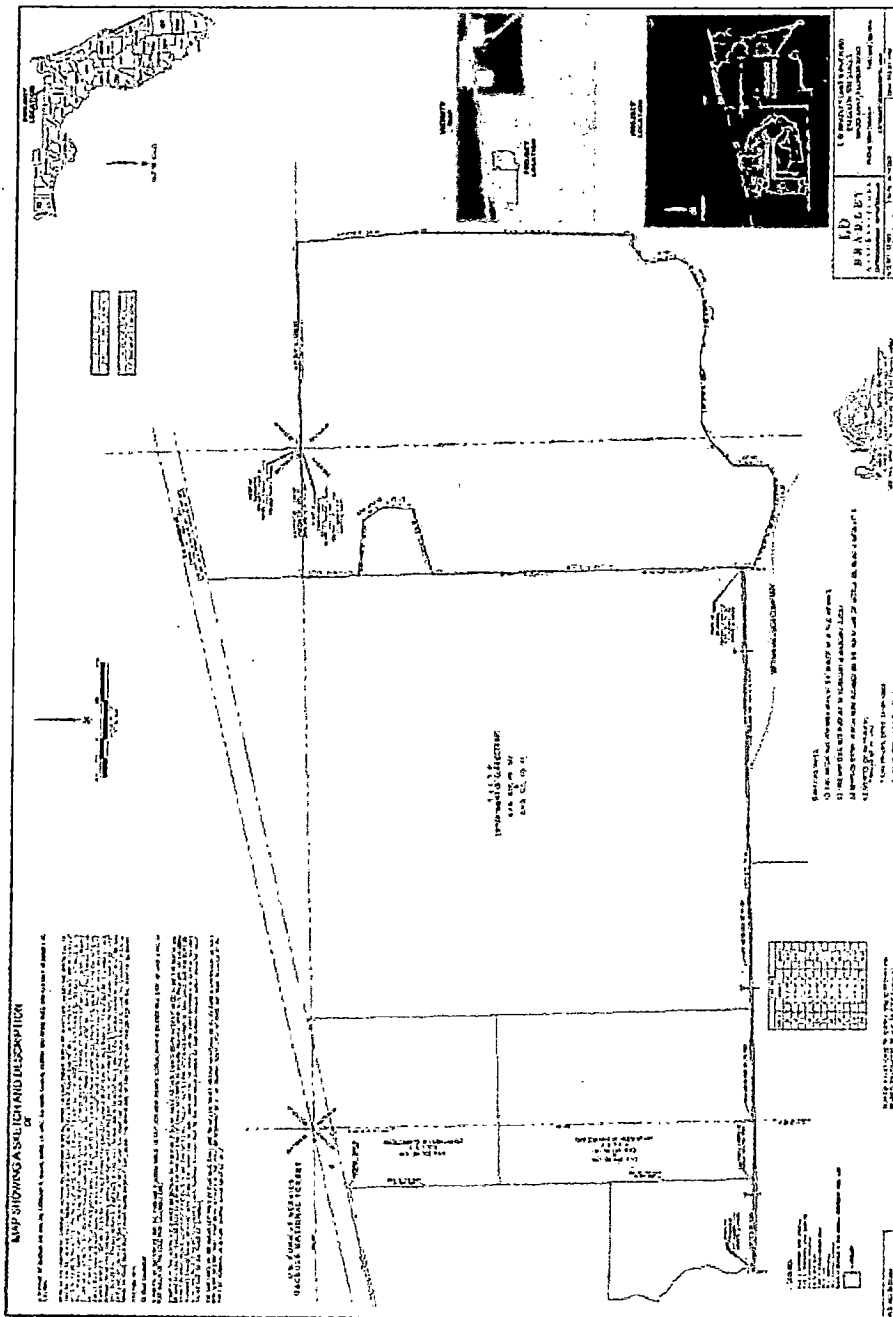
THAT PORTION OF SECTION 33 AND SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST, COLUMBIA COUNTY, FLORIDA, BEING A 15 FOOT WIDE STRIP OF LAND LYING 15 FEET SOUTH OF THE FOLLOWING DESCRIBED LINE:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 18 EAST; THENCE SOUTH 88°26'47" WEST, ALONG THE NORTH LINE OF SAID SECTION 34, 1000.26 FEET TO A POINT ON THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 927, PAGE 581 OF COLUMBIA COUNTY, FLORIDA; THENCE SOUTH 01°31'59" EAST, ALONG SAID EAST LINE, 3400.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS AND THE POINT OF BEGINNING; THENCE SOUTH 88°27'22" WEST, ALONG THE SOUTH LINE OF SAID LANDS AND ON THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 844, PAGE 1596 OF COLUMBIA COUNTY, FLORIDA, 4757.92 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 89°58'49" WEST, 700.89 FEET TO THE POINT OF TERMINUS;

THE SIDE LINES OF THE ABOVE DESCRIBED 15 FOOT WIDE STRIP, ARE TO BE LENGTHENED AND/OR SHORTENED SO AS TO FORM A CONTINUOUS 15 FOOT WIDE STRIP OF LAND, SAID STRIP BEING BOUNDED AT THE POINT OF BEGINNING BY A LINE BEARING SOUTH 01°31'59" EAST, AND BEING BOUNDED AT THE POINT OF TERMINUS BY A LINE BEARING SOUTH 00°01'11" WEST.

EXHIBIT "D"

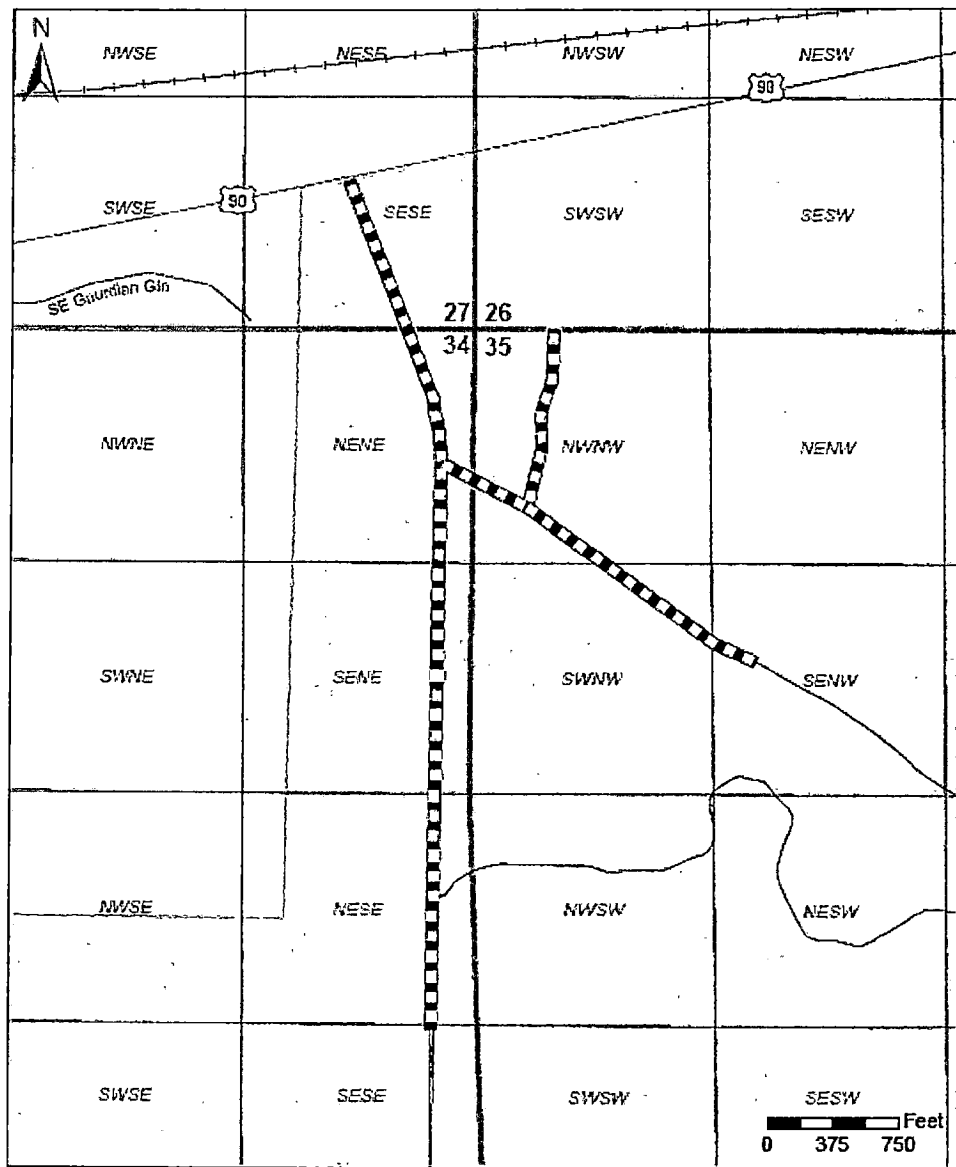
**MAP OF EASEMENT AREAS *
(SPRAY FIELD EASEMENT AREA AND PIPELINE EASEMENT AREA)**








*The Parties each acknowledge receiving a clear electronic copy of the above map.

EXHIBIT "E"

ACCESS ROADS



-  Access Road
-  Weyerhaeuser Property
-  Section Line
-  Railroads
-  Roads



Township 3 South, Range 18 East
Columbia County, FL

AVO12023DC0015_FL
LT Dept - milesa 8/14/2021

EXHIBIT "F"

LIQUIDATED DAMAGES FOR TIMBER DAMAGE

Age	Timber Value/Acre
2	\$1,034
3	\$1,159
4	\$1,292
5	\$1,431
6	\$1,578
7	\$1,733
8	\$1,896
9	\$2,068
10	\$2,243
11	\$2,427
12	\$2,621
13	\$2,826
14	\$2,243
15	\$2,584
16	\$2,748

Prepared by:

Spencer N. Cummings, Esq.
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, FL 32202

Inst: 202312008093 Date: 05/08/2023 Time: 1:33PM
Page 1 of 17 B: 1489 P: 2596, James M Swisher Jr, Clerk of Court
Columbia, County, By: AM *AM*
Deputy Clerk

After Recording Return to:

Weyerhaeuser Company
Land Title Department
220 Occidental Avenue South
Seattle, WA 98104

Title: BELOW GROUND EASEMENT AGREEMENT

Grantor: Weyerhaeuser NR Company, a Washington corporation

Grantee: Columbia County, Florida, a charter county and political subdivision of the State of Florida

Assessor's Property Tax Parcel:

BELOW GROUND EASEMENT AGREEMENT

This Below Ground Easement Agreement (this "**Agreement**"), is effective as of the 31st day of March, 2023, (the "**Effective Date**") by and between **WEYERHAEUSER NR COMPANY**, a Washington corporation ("**Grantor**"), and **COLUMBIA COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida ("**Grantee**"). Grantor and Grantee are sometimes referred to herein individually as a "**Party**", and collectively as, the "**Parties**".

RECITALS

Grantor owns certain real property located in Columbia County, Florida, described in the attached Exhibit A and generally shown in the attached Exhibit B (the "**Easement Area**").

Grantee desires to obtain from Grantor, and Grantor desires to grant Grantee, a perpetual, non-exclusive below ground easement under the Easement Area that allows Grantee to install, maintain and remove underground water and sewer lines pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration the receipt of which is hereby acknowledged, and the mutual covenants of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Grant of Easement.** Subject to the terms hereof, Grantor, for and in consideration of the strict observance of and compliance with the terms and conditions set forth in this Agreement, hereby grants to Grantee a perpetual, appurtenant, non-exclusive easement under the Easement Area, for the construction, installation and maintenance of underground water and sewer lines (the “**Easement**”).
2. **Purpose.** The Easement granted hereunder is conveyed by Grantor to Grantee for the purpose of installing, laying, constructing, maintaining, inspecting, repairing, removing, replacing, using, testing, and operating underground water and sewer lines, including conduit, conductors, and vaults (the “**Lines**”) under the Easement Area, installing, constructing, maintaining, repairing, removing, and replacing landscaping and signage (the “**Landscaping and Signage**”) in the Easement Area for the Lines, and for no other purposes whatsoever.
3. **Permittees.** Grantor, its subsidiaries, and affiliates and all of their respective employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “**Grantor Permittees**”. Grantee’s employees, agents, contractors, licensees, lessees, invitees, and assigns are sometimes referred to herein collectively as the “**Grantee Permittees**”.
4. **Ingress and Egress.** Grantee and Grantee Permittees shall at all times have access to and from the Lines over and across the Easement Area as reasonably required for Grantee to exercise all of the rights herein granted.
5. **Reservation of Rights.** Grantor reserves for itself and the Grantor Permittees, the right at all times for any purpose, to use, cross, recross, access, maintain, patrol and repair the Easement Area in any manner that will not unreasonably interfere with the rights of Grantee, including without limitation constructing, operating, repairing, and maintaining any driveways, roadways, landscaping, and utilities in the Easement Area (the construction, operation, repair, and maintenance of driveways, roadways, landscaping, and utilities by the Grantor Permittees shall be deemed to not unreasonably interfere with the rights of Grantee), and constructing any other improvements in the Easement Area that does not unreasonably interfere with the rights of Grantee. In no event may Grantee interfere with or close traffic in any driveways or roadways constructed in the Easement Area. At all times the Grantor Permittees shall have access to and from all adjacent lands on, over, and across the Easement Area.

6. **Non-Exclusive Easement; Third Parties.**

- a. Grantor may grant to third parties, including without limitation the Grantor Permittees, upon such terms as it chooses, any or all of the rights reserved by it herein; provided, that use by such party shall be subject to the terms and conditions of this Agreement and shall not unreasonably interfere with the rights granted Grantee hereunder.
- b. Grantee acknowledges and agrees that it will be liable and responsible for all of the acts and omissions of Grantee Permittees under this Agreement.

7. **Operating Standards.**

- a. **Installation and Maintenance of the Lines.** Grantee shall give Grantor notice 24 hours prior to commencing construction, re-construction, maintenance, repair, replacement or removal of any of the Lines. Grantee and Grantee Permittees shall follow all Applicable Laws (as defined below) and any directions from Grantor (provided that Grantor is not obligated to provide such directions) regarding safety while such work is ongoing and shall not interfere with or prevent Grantor's operations.
- b. **Location and Depth of Lines/Markers.** The Lines shall be buried at a minimum depth required by Applicable Laws (defined below), including without limitation permit(s) requirements. In addition, the Lines shall go around any existing improvements (for example, culverts), keeping a minimum two-foot (2') clearance between the Lines and the improvement. The location of the Lines shall be marked by intervisible markers no more than five hundred (500) feet apart. Where the Lines crosses any roads, Grantee shall place markers on both sides of the road to show the location of the crossing.
- c. **Trees, Brush or other Vegetation.** Grantee shall have the right to remove brush and undergrowth from the Easement Area as is reasonably necessary for the enjoyment of the rights and privileges herein granted; provided, that in the exercise of this right, any removed trees, tops, limbs, brush, undergrowth or other similar debris, hereinafter called "debris," shall be disposed of off-site by Grantee in accordance with all Applicable Laws; provided further, that any adjacent rights of way shall at all times be maintained in a clean and orderly condition by Grantee. Grantee will not damage, remove, or trim trees on any adjacent lands without the prior consent of Grantor. Grantee at its sole cost and expense shall clean up or otherwise dispose of all debris created by Grantee and/or Grantee Permittees on the Easement Area as soon as practicable and in such manner and at such times as are provided by Applicable Laws. Grantee shall not place any debris of any kind on any adjacent lands; nor shall Grantee place any hazardous

material or substance of any kind on any adjacent lands or in any body of water and/or wetlands adjacent to or in the vicinity of the Easement Area. Grantee acknowledges and agrees that it shall not under any circumstances use or allow to be used any product containing glyphosate on the Easement Area.

- d. **Culverts.** Where any Lines are installed under an existing culvert, in addition to installation depth requirements of Section 6(b) above, a minimum crossing depth of twelve (12) inches will be kept under all plastic or concrete tile culverts and twenty-four (24) inches under all corrugated metal culverts. Such crossing depths must be maintained when replacing or repairing the Lines. Where installed over an existing culvert, a minimum vertical clearance for overhead lines above the culvert will be not less than twenty-four (24) inches, unless otherwise specified by Grantor. Grantee shall immediately repair or replace all culverts damaged during the replacement or repair of the Lines.
- e. **Repair of Damage.** Immediately upon completion of the installation, maintenance, repair, replacement or removal of the Lines, Grantee shall, at its sole expense, repair, replace, compact and/or patch any damaged portions of the Easement Area and any adjacent lands, including but not limited to any driveways, landscaping, fences, road, road surface, drainage, other road facilities, and restore any other portions of the Easement Area and any adjacent lands, damaged by Grantee's and/or Grantee Permittees' activities. Grantee shall leave the Easement Area in a condition equal to, or better than, that existing at the time such installation, maintenance, repair, replacement or removal commenced. At the end of the first three (3) months following completion of the construction, reconstruction, repair, maintenance, or removal of the Lines, Grantor and Grantee shall inspect the Easement Area and Grantee shall immediately remedy any settling or other damage which may have occurred thereupon to the satisfaction of Grantor. Prior to commencing any activities that would necessitate temporary road closures, Grantee shall contact Grantor to schedule such activities and road closures so as to minimize any adverse impact on Grantor's operations and in no event may Grantee close any roads or interfere with traffic thereon without Grantor's prior written consent.
- f. **Landscaping and Signage.** Provided that Grantee has obtained Grantor's prior written approval as to the design specifications and location of any Landscaping and Signage, Grantee may construct, install, and maintain Landscaping and Signage in the Easement Area no deeper than 2 inches under the Easement Area. Grantee, at Grantee's sole cost and expense, shall maintain the Landscaping and Signage in good condition and repair in a neat and attractive appearance. If at any time Grantee does not maintain the Landscaping and Signage to Grantor's satisfaction (in Grantor's sole discretion) or if the Landscaping and Signage interferes with any of Grantor's rights set forth in this Agreement, Grantor may require that Grantee

remove or relocate all or any portion of the Landscaping and Signage from the Easement Area, and Grantee shall remove or relocate such portion of the Landscaping and Signage and repair any damage to the Easement Area caused by such removal or relocation within ten (10) days after request by Grantor.

8. **Assumption of Risk.** Grantor makes no representations as to the present or future condition of the Easement Area or the nature or condition of, or traffic on, any roads or trails, and Grantee assumes all risks of personal injury or property damage to Grantor, Grantee, Grantee Permittees, Grantor Permittees, any other third parties, and to the employees, representatives, invitees or contractors of any of them, in connection with the exercise of rights hereunder.

9. **Grantee's Responsibilities.** Grantee shall:

- a. Take all reasonable precaution to prevent unauthorized persons from entering the Easement Area or adjacent lands or tampering with the Lines;
- b. Intentionally Deleted.
- c. Intentionally Deleted.
- d. Immediately report to Grantor any dangerous or defective condition with respect to any portion of the Easement Area;
- e. Comply, and ensure that Grantee Permittees comply, with all applicable local, state and federal laws, rules and regulations (collectively, "**Applicable Laws**") with respect to the installation, maintenance, and use of the Lines and the Easement Area, as well as all rules and responsibilities set forth herein;
- f. Comply, and ensure that Grantee Permittees comply, with all reasonable rules, regulations and restrictions that Grantor may, from time to time, promulgate in its sole and absolute discretion;
- g. Ensure that any exercise of rights under this Agreement by Grantee and/or Grantee Permittees shall not unreasonably obstruct, interfere with or prevent the use and enjoyment of the Easement Area by Grantor and/or Grantor Permittees; and
- h. Intentionally Deleted.

10. Intentionally Deleted.

11. **Indemnity.** Grantee shall defend, indemnify, and hold harmless Grantor, the Grantor Permittees, their respective subsidiaries and affiliates, and all of their directors,

officers, employees, contractors, lessees, licensees, and agents for, from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses, including without limitation sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "**claims**") arising from any act or omission of Grantee and/or Grantee Permittees under this Agreement or otherwise arising in connection with Grantee's and/or Grantee Permittees' activities on or around the Lines, Easement Area, or other land owned, controlled, or leased by Grantor or its subsidiaries, or affiliates, except to the extent such claims are directly caused by Grantor's negligent acts or willful misconduct. This indemnity includes, without limitation, any claims for: injury to or death of persons; damage to property; trespass; nuisance; mechanics' and materialmen's liens; workers' compensation and unemployment taxes; fines and penalties; and claims arising from Grantee's and/or Grantee Permittees' activities hereunder. Grantee shall take all steps needed to keep the Easement Area free of liens arising from Grantee's and/or Grantee Permittees' activities. Grantee shall promptly obtain or bond the release of any such liens that may be filed. This indemnity survives the termination or expiration of this Agreement. The foregoing indemnity obligations are made by the County subject to applicable limitations on the County's tort liability as set forth in Florida Statute Section 768.28.

12. **Release of Claims/Liability.** Grantee expressly releases Grantor from any and all claims for damage to the Easement Area, Lines, and other personal property of Grantee pursuant to the rights granted herein arising from any operation of Grantor on its said lands. Grantor shall use reasonable care to avoid causing such damage. Grantor does not assume any liability for damages or injuries caused by or resulting from acts or omissions by anyone other than Grantor employees. This provision shall survive the expiration or termination of this Agreement.

13. **Assumption of Liability.** In the exercise of the rights granted hereunder to Grantee, Grantee shall make every effort to avoid damage to the Easement Area and any other property adjacent to the Easement Area. Grantee shall be liable and hereby covenants to pay for all loss or damage to the Easement Area and any other property of Grantor which is caused by or results from any act or omission of Grantee and/or Grantee Permittees in the construction, operation, maintenance, or repair of the Lines and/or Easement Area.

14. **Insurance.** Before commencing any activities under this Agreement, Grantee shall, at its own cost and expense, secure a policy or policies of insurance, and, during the term of this Agreement, maintain such insurance, in a form, and with companies with at least an A.M. Best Rating of A VIII or better (or in the absence of an A.M. Best Rating, insurance companies or a self-insured trust or trust, acceptable to Grantor as evidenced in writing), insuring against liability resulting from or attributable to the activities of Grantee and/or Grantee Permittees, with such policies providing the following minimum coverages:

14.1 Commercial general liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage, including coverage for: operations and completed operations; independent contractors; blanket contractual liability (including liability assumed under the indemnification paragraph of this Agreement); explosion; collapse; and underground damage if blasting or excavation is to be done; and automobile liability insurance covering owned, hired and non-owned vehicles (including the "pollution from autos endorsement"). The policies shall by endorsement name Weyerhaeuser Company, Weyerhaeuser NR Company and each of their respective subsidiaries and affiliates shall be designated as Additional Insureds and evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance with respect to the performance of this Agreement. The coverages shall be primary, exclusive of any coverage carried by Grantor, and shall be exhausted first notwithstanding that Grantor may have other valid and collectible insurance covering the same risk. Nothing herein contained shall limit the Grantee's liability to Grantor as to the scope or the amount of the insurance coverage. Termination of the certificate of insurance will cause this Agreement to automatically terminate. Upon termination, Grantee shall provide a statement in recordable form evidencing such termination.

14.2 State or private industrial accident insurance covering Grantee and its employees which shall fully comply with State and Federal Employment and Workers' Compensation laws.

14.3 Employer's liability insurance covering Grantee and all of its employees having minimum limits of One Million Dollars (\$1,000,000).

14.4 Coverages in this Section 14 may be reviewed by Grantor and revised in Grantor's reasonable discretion from time to time, as dictated by economic or legal considerations, or to conform to the applicable prevailing insurance requirements, and Grantor reserves the right to make reasonable changes to the amounts and types of insurance limits and policies required under this Agreement.

On or before mutual execution of this Agreement, Grantee shall deliver to Grantor certificates from Grantee's insurance carrier evidencing the coverages described herein along with copies of the applicable endorsements, and shall provide such further evidence to Grantor which shall establish that the industrial insurance required pursuant to subsections 14.2 and 14.3 has been secured. The policies required under this Section 14 shall not be terminated, reduced or changed without Grantee providing at least thirty (30) days prior written notice to Grantor. Grantor's written confirmation of review and approval of the certificates of liability and the policy itself shall constitute Grantor's acceptance of these coverages.

15. **Taxes and Assessments.** Grantee shall reimburse Grantor, when invoiced, for any taxes or assessments of any kind levied against any of Grantor's lands (including the Easement Area) by reason of the Lines, Grantee's use of the Easement Area, or this Agreement.

16. **Assignment.** In addition to the provisions of Section 23 below, Grantor may assign its rights and obligations under this Agreement in whole or in part. Grantee shall not assign or transfer (including by merger, operation of law, or otherwise), any of its rights or obligations under this Agreement without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Any attempted assignment without such prior written consent shall be null and void *ab initio*.

17. **Liability for Loss or Damage.** Grantee shall be liable to Grantor for, and hereby covenants to pay for, all loss or damage to any of Grantor's property, real, personal, or otherwise, caused by or resulting from Grantee's and/or Grantee Permittees' exercise of rights hereunder. This provision shall survive the expiration or termination of this Agreement.

18. **Title.** Grantor does not warrant the title to the Easement Area and shall have no liability of any kind or nature to Grantee in the event of failure of said title.

19. **Land Use.** Grantee acknowledges that the Easement Area will be developed with driveways and other improvements to serve the adjacent lands to the west of the Easement Area.

20. **Environmental Matters.** Grantee and Grantee Permittees are prohibited from managing, using, transporting, generating, and disposing of any Hazardous Substance in violation of Environmental Laws or substances deemed illegal under Applicable Laws on the Easement Area, roads, or adjacent lands. For purposes of this Agreement, the term "Environmental Laws" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to human health, environmental conditions, or Hazardous Substances applicable to the Easement Area, including (without limitation) the Endangered Species Act, 16 U.S.C. § 1531-1544 (1998) and any Amendments thereto (the "ESA"). For purposes of this Agreement, the term "Hazardous Substance" shall mean any hazardous or toxic substances, materials or wastes, or pollutants or contaminants as defined, listed or regulated by any Environmental Laws or by common law decision including, without limitation, chlorinated solvents; petroleum products or by-products; asbestos; and polychlorinated biphenyl. In addition to all other indemnities set forth herein, Grantee shall save, protect, defend, indemnify, and hold harmless Grantor, its property and Grantor Permittees, from and against any and all loss, damage, cost, expense, or liability (including reasonable attorney fees) and the reasonable costs of repairs and improvements necessary to return the Easement Area, the roads, the property or any other lands owned, leased, or controlled by Grantor to the physical condition existing prior to Grantee and/or Grantee Permittees undertaking any activity related to any Hazardous Substance to the

extent arising out of or attributable to Grantee's and/or Grantee Permittees' use, manufacture, storage, release, or disposal of a Hazardous Substance or other illegal substance thereupon in violation of Applicable Laws, including (without limitation) Environmental Laws. This provision shall survive the expiration or earlier termination of this Agreement.

21. **Improvements.** Grantee shall not make any modifications or improvements to the Lines or the Easement Area without the prior written consent of Grantor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantor's prior written consent shall not be required for Grantee to perform day-to-day maintenance of the Lines or the Easement Area, provided that Grantee shall provide Grantor with prior written notice of maintenance activities that could affect the use and operation of the lands to the west of the Easement Area. All such improvements to the Lines or Easement Area shall be made at the sole cost and expense of the Grantee. Any improvements made by Grantee shall be the exclusive property of Grantor upon termination of this Agreement.

22. **Fire Suppression and Control.** Grantee and Grantee Permittees shall comply with all laws and regulations pertaining to fire protection and suppression and take every possible precaution to prevent fires from igniting on the Easement Area or spreading onto adjacent lands. In case of fire, Grantee shall immediately notify Grantor and appropriate government agencies and shall make every reasonable effort to suppress or contain the fire. Grantee shall indemnify, defend and reimburse Grantor for all damages and claims (including loss or damage of timber, and fire suppression costs) resulting from fires caused by Grantee's and/or Grantee Permittees' activities, even if not attributable to the negligence.

23. **Successors and Assigns.** The rights and obligations herein shall inure to the benefit of and be binding upon the respective heirs, devisees, successors and assigns of the Parties and shall run with title to the Easement Area.

24. **Prior Rights.** This grant and all rights hereunder are subject to all liens, easements, servitudes, rights of way, oil, gas, and mineral leases, and all other grants or reservations both recorded and unrecorded, affecting the Easement Area. By this grant, Grantor grants no greater rights than it is permitted to grant in view of such encumbrances.

25. **Termination/Restoration.** If for a period of one hundred twenty (120) days, subject to Force Majeure (as defined below), Grantee shall cease to use the Easement Area or any portion thereof for the purposes herein granted (provided that the Easement Area shall be considered to be in use if the Lines are installed and in service to Grantee's water or wastewater utility facility), or if Grantee shall abandon or disconnect the Lines, this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Should Grantee fail to commence construction of the Lines by September 30, 2023, then this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a

recordable release of the easement rights herein granted. Should Grantee fail to complete construction of the Lines by March 31, 2025 (subject to delays caused by Force Majeure not to exceed sixty (60) total days), then Grantor may notify Grantee of such failure by providing written notice to Grantee (“**Notice of Noncompliance**”). Grantee shall have the right and opportunity to cure the failure described in the Notice of Noncompliance on or before thirty (30) days after the Notice of Noncompliance, provided that Grantee shall not be entitled to more than one (1) notice and cure period under this Section. If Grantee fails to cure the failure described in the Notice of Noncompliance on or before thirty (30) days after the Notice of Noncompliance, then this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Grantor may also terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured. Upon termination of this Agreement Grantee shall cease all business operations and vacate and surrender the Easement Area. Grantee shall surrender the Easement Area in as good, or better, condition as upon commencement of this Agreement at Grantees sole expense. Upon termination, Grantee and Grantor shall meet to discuss the restoration requirements which may include the removal of all personal or other property of Grantee from the Easement Area. Grantee shall leave all existing roads and crossings in a condition suitable to Grantor, in Grantor’s sole discretion. All restoration shall be done at Grantee’s sole expense unless otherwise agreed in writing by Grantor. In the event of a termination, Grantee hereby authorizes Grantor to record a statement in recordable form evidencing such termination.

“**Force Majeure**” shall mean any of the following events or circumstances which creates an actual delay in construction of the Lines or prevents use of the Easement Area (as applicable): earthquakes, tornados, hurricanes and tropical storms, other inclement weather if more severe than that which should be reasonably anticipated from historical weather patterns for the period in question, fire, flood, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, acts of the public enemy, terrorist attacks, war (declared or undeclared), landslides, explosions, epidemics or pandemics, inability to obtain materials or supplies after the exercise of commercially reasonable efforts, delays by governmental authorities in granting approvals and permits, and any other matter beyond the reasonable control of the Party obligated to perform. Unavailability of funds shall not constitute Force Majeure.

26. **Severability; Relation to Existing Law.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon any such determination, the Parties shall negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other

provision of this Agreement, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages. If subsequent to the date of this Agreement valid State or Federal laws or regulations governing the relationship between Grantor and Grantee take effect, this Agreement shall be considered to incorporate such laws or regulations so long as they shall be effective, and any provision of this Agreement in conflict therewith shall during such period be void.

27. **Waiver.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any Party's right to demand strict compliance with the terms hereof; provided, however, that any Party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such Party without affecting any of the other provisions of this Agreement.

28. **Subordination.** Any mortgage or deed of trust affecting any portion of the Easement Area shall at all times be subject and subordinate to the terms and conditions of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale, shall acquire title subject to all the terms and conditions of this Agreement.

29. **Entire Agreement; Construction.** This Agreement sets forth the entire and complete agreement between the Parties with respect to the subject matter hereof. Any prior agreements, commitments, or representations, express or implied, between the Parties are superseded by this Agreement. This Agreement may be altered, amended, or repealed only by a written instrument executed by both Parties. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court or governmental or jurisdictional authority by reason of such Party having been deemed to have structured, written, drafted or dictated such provisions. The Recitals to this Agreement and the Exhibits attached to this Agreement are incorporated herein by this reference. The captions and headings of this Agreement are for convenience only and shall not define, limit, or describe the applicability, scope, meaning, or intent of any provision of this Agreement. Capitalized terms which are defined in the recitals hereof shall have the meaning given.

30. **Attorney Fees.** In the event any arbitration, action, suit or legal proceeding is instituted by either Party to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party both reasonable attorney fees and reasonable expert witness fees as determined by the court or arbitration panel, both at trial and on appeal or review and in bankruptcy, whether or not the matter in dispute involves an issue peculiar to federal bankruptcy law. Attorney fees and expert witness fees shall be in addition to other costs and disbursements allowed by law. "**Prevailing Party**" shall be determined by the arbitrator, or any court, as the true prevailing party (not statutorily prevailing party) after taking into consideration any settlement offers made by the Parties and the number and importance of issues to be determined.

31. **Survival.** Upon the expiration or termination of this Agreement, all obligations of Grantee that, by their nature, would continue beyond the termination, cancellation, or expiration of the Agreement will so continue and survive.

32. **Disputes.** If disputes arise under this Agreement, the Parties will first attempt to negotiate a solution through the following process: (a) the initiating Party will present a written explanation of the dispute and the remedy requested; (b) within 14 business days after receiving such a statement, the other Party will respond by either agreeing to the requested remedy, counter-proposing a different remedy, or explaining why the issue does not justify any remedy; and (c) if the matter is not settled within 10 days after the response is received by the initiating Party, the dispute shall be settled by binding arbitration. If the Parties are not able to promptly agree on an arbitrator and the arbitration rules to be used, the initiating Party may offer a list of at least 5 candidates for arbitrator and the arbitration rules each candidate would use if selected, and the responding Party will choose the arbitrator from that list. Each candidate must have at least 15 years of real estate and timberlands law experience and special training or experience in arbitration of business disputes. The arbitration award shall be final and binding on the Parties and judgment on any award may be enforced in any court having jurisdiction thereof. The arbitration shall be held in Columbia County, Florida.

33. **Notices.** All notices required or permitted to be given hereunder, or given in regard to this Agreement by one Party to the other, shall be in writing and the same shall be given and be deemed to have been served, given and received (i) if delivered by hand, when delivered in person, (ii) if sent by reputable overnight courier (such as Federal Express or UPS), upon the delivery date shown on the couriers tracking receipt, or (iii) if mailed, 3 days after placed in the United States mail, postage pre-paid, by certified mail, return receipt requested, addressed to the Party at the address hereinafter specified. Any Party may change its address for notices by giving five (5) business days' advance written notice to the other Party hereto in the manner provided for herein. Until changed in the manner provided herein, the Parties' respective addresses are as follows:

If to Grantor:

Weyerhaeuser Company
13005 SW 1st Road, Suite 241
Newberry, FL 32669
Attn: Greg Galpin
E-Mail: Greg.Galpin@Weyerhaeuser.com

With a copy to: Weyerhaeuser Company
Law Dept. HQ7
220 Occidental Avenue South
Seattle, WA 98104
Attn: Senior Legal Counsel
E-Mail: Donya.Burns@weyerhaeuser.com

With a copy to: Spencer N. Cummings, Esquire
Gunster, Yoakley & Stewart, P.A.
1 Independent Drive, Suite 2300
Jacksonville, Florida 32202
Email: SCummings@gunster.com

If to Grantee: Office of the County Manager
135 NE Hernando Avenue, Suite 203
Lake City, Florida 32055
Attn: David Kraus
E-Mail: david_kraus@columbiacountyfla.com

34. **Governing Law; Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. In addition, the Parties agree that in the event of any dispute concerning this Agreement, venue for any cause of action arising out of, or having to do with, this Agreement shall be, and is, in State or Federal Court serving the county in which the Easement Area is located. The Parties waive any right to a claim of *forum non conveniens*.

[Signatures appear on the following page]

EXHIBIT A
Legal Description of Easement Area
Columbia County, Florida

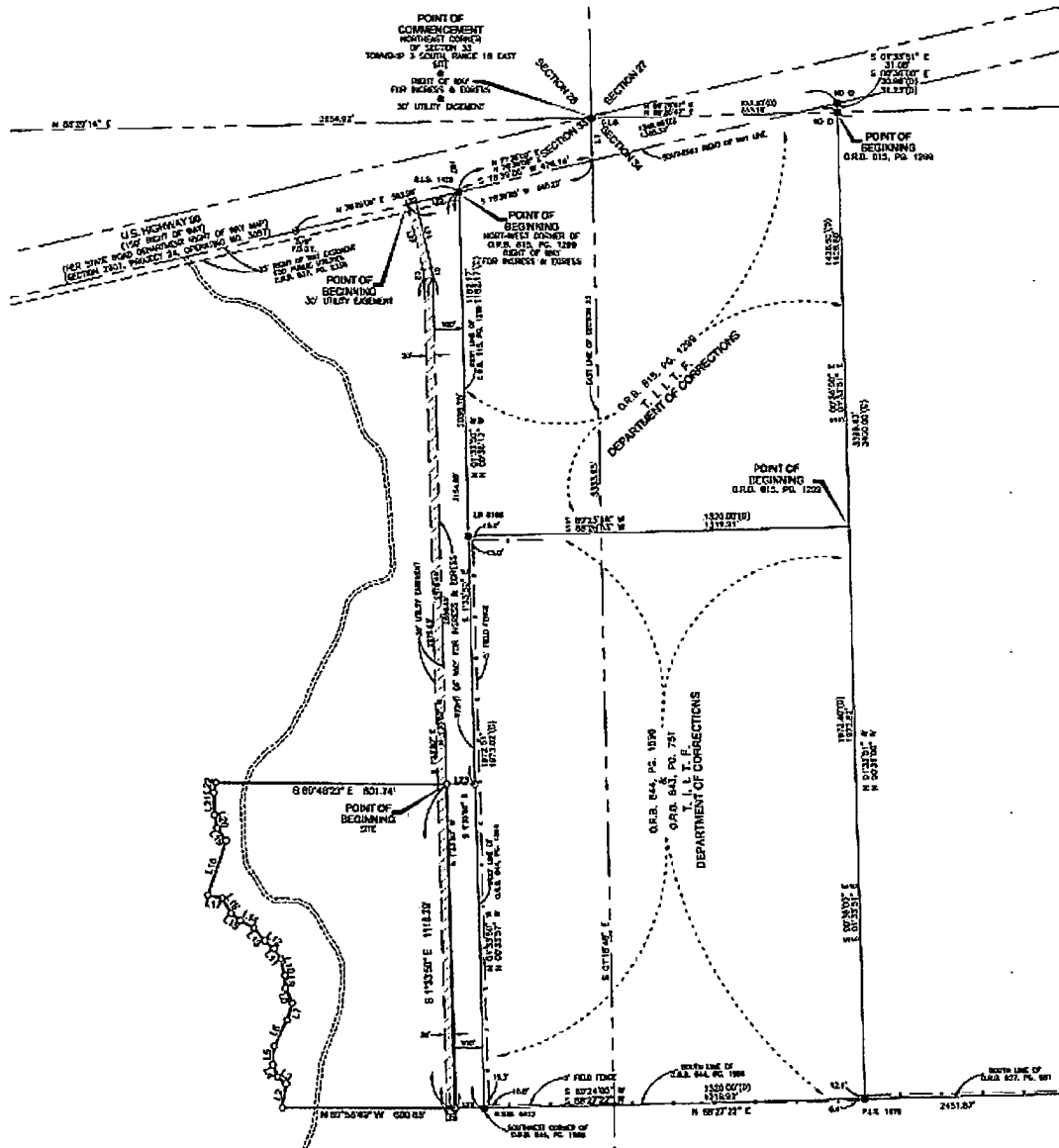
30 FOOT UTILITY EASEMENT:

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 (150 foot Right of Way); thence departing said East line and on said Southerly Right of Way line, S 76°39'06" W, a distance of 660.22 feet to the Point of Beginning; thence departing said Southerly Right of Way line, S 13°20'54" E, a distance of 228.58 feet to the beginning of a curve, concave Southwest, having a radius of 167.00 feet and a central angle of 11°47'04"; thence on the arc of said curve a distance of 34.35 feet said arc being subtended by a chord which bears S 07°27'22" E, a distance of 34.29 feet to the curves end; thence S 01°33'50" E, a distance of 2875.63 feet; thence S 89°58'49" E, a distance of 30.01 feet; thence N 01°33'50" W, a distance of 2876.46 feet to the beginning of a curve, concave Southwest, having a radius of 197.00 feet and a central angle of 11°47'04"; thence on the arc of said curve a distance of 40.52 feet said arc being subtended by a chord which bears N 07°27'22" W, a distance of 40.45 feet to the curves end; thence N 13°20'54" W, a distance of 228.58 feet; thence S 76°39'06" W, a distance of 30.00 feet to the Point of Beginning.

EXHIBIT B
Map of the Easement Area
Columbia County, Florida

See 30' easement parcel located to left (west) of 100' right of way parcel



Prepared by and return to:
GUY W. NORRIS
Attorney at Law
Norris & Norris, P.A.
253 NW Main Blvd.
Lake City, FL 32055

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED is made and given this 29th day of May, 2026, by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, hereinafter referred to as "Grantor," to the CITY OF LAKE CITY, FLORIDA, whose address is 205 S. Marion Avenue, Lake City, FL 32055, ("Grantee");

WITNESSETH:

That the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by the said Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby does grant, bargain, sell, transfer, alien, remise, release, convey and confirm unto the Grantee, its successors and assigns, forever, said land situate, lying and being in Columbia County, Florida, as more particularly described in Exhibit "A" attached hereto ("Property").

SUBJECT TO: All covenants, conditions, restrictions, encumbrances and permitted exceptions as more particularly described and set forth in the Special Warranty Deed from Weyerhaeuser NR Company, as Grantor to Columbia County, Florida, as Grantee, recorded May 8, 2023, as Inst: 202312008094 in Official Records Book 1489, Page 2613, of the Public Records of Columbia County, Florida, as hereby incorporated by reference and accepted by the City of Lake City, Florida, Grantee.

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

TO HAVE AND TO HOLD, the same unto Grantee, subject to the reservation herein served by Grantor, forever.

N.B. This conveyance is authorized by Resolution No. 2026R-14 of the Board of County Commissioners of Columbia County, Florida. **This conveyance is exempt from Florida Documentary Stamp Taxes pursuant to Rule 12B-4.014(10), Florida Administrative Code.**

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to convey said land; that the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor hereunto sets its hand and seal on the date given above.

Signed, sealed and delivered in the presence of:

WITNESSES: COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

Address: _____

By: _____
TIM MURPHY, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

Witness
Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by TIM MURPHY, Chairman Board of County Commissioners, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:
COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

By: _____
DAVID KRAUS, COUNTY MANAGER

Address: _____

Witness
Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: _____
JOEL FOREMAN
County Attorney, Columbia County

Exhibit "A"

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 62° 13' 32" W, a distance of 53.10 feet; thence North 52° 39' 23" West, 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.

Columbia County Parcel No. 33-3S-18-10337-001

**This instrument prepared by
And return to:**
Guy W. Norris, Attorney at Law
NORRIS & NORRIS, P.A.
253 NW Main Boulevard
Lake City, FL 32055

**ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT
DATED JUNE 15, 2023**

THIS ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT (“Assignment”) is made and executed as of the 29th day of May 2026 (the “Effective Date”), by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, (“County” or “Assignor”), to the CITY OF LAKE CITY, FLORIDA, a State of Florida municipality, 205 S. Marion Avenue, Lake City, FL 32055 (“City” or “Assignee”).

RECITALS:

WHEREAS, County, the Assignor, owns real property located at 614 SE Industrial Park Terrace, Lake City, Florida, 32055, Columbia County Parcel No. 33-3S-18-10337-001, containing 17.640 acres± as a wastewater treatment plant and related improvements (collectively the “WWTP”), which will be sold to the City, the Assignee, contemporaneously with this Assignment;

WHEREAS, WEYERHAEUSER COMPANY, a Washington corporation, (“Grantor”) owns certain real property in Columbia County, Florida and previously entered into that certain Temporary Easement Agreement, dated June 15, 2023, which was recorded on August 16, 2023 in Official Records Book 1497, Page 232, of the Public Records of Columbia County, Florida (“Easement”) relating to an approximately 190 acre area of the real property as more particularly described on Exhibit “B” of the Easement (the “Property”), pursuant to which the County is the benefited party under the Easement;

WHEREAS, Grantor’s affiliate, Weyerhaeuser NR Company, a Washington corporation (“WNR”), owns land being developed as a multi-phased, mixed-used development known as the North Florida Mega Industrial Park (“NFMIP”) to be serviced by the WWTP;

WHEREAS, Grantor conveyed to the County the Easement, (a temporary non-exclusive easement to use the approximately 190 acres area of the Property as the “Spray Field Easement Area,” together with the “Pipeline Easement Area” and those certain “Access Roads” solely for the purpose of accessing and navigating the Spray Field Easement Area and the Pipeline Easement Area), all for the use of the County and the “County Related Parties,” as more particularly described in the Grant of Easements provided by the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the County, as Assignor, has agreed to assign to the City, as Assignee, all of the County’s right, title and interest in and to the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the Grantor, has agreed to consent to the assignment from the County to the City, and to amend certain terms of the Easement as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing described premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Assignment by this reference as if fully set forth herein.
2. Assignment. As of the Effective Date, the County, as Assignor, hereby assigns to the City, as Assignee, and its successors, nominees and assignees, all of Assignor's right, title and interest in and to the Easement.
3. Term. Paragraph 2.2 of the Easement is hereby amended to provide:

2.2 Term. The City's right to use the Property under this Agreement pursuant to the Easements shall commence upon the Effective Date and automatically terminate on December 31, 2034 at 11:59 PM (the "Term"). The City shall use all commercially reasonable efforts to complete construction of the deep injection well promptly and within the time period set forth above. If for any reason such deep injection well is not completed and operational by December 31, 2033, the Grantor and City shall meet no later than January 31, 2034 to consider any further extension that might be necessary. No further extension shall be had unless agreed upon in writing by both Parties. In no event, however, shall the City have any right to extend the Term if the City is then in default under this Agreement.

4. Notices. Paragraph 20 of the Easement is hereby amended to provide in pertinent part:

20. Notices. ... All notices shall be delivered or sent prepaid by the sender and shall be addressed as follows:

The City: Office of the City Manager
 205 S. Marion Avenue
 Lake City, FL 32055
 Attn: Don Rosenthal, City Manager
 Phone No.: 386-752-2031
 Email: rosenthald@lcfla.com

Copy to: Office of the City Attorney
 205 S. Marion Avenue
 Lake City, FL 32055
 Attn: Clay Martin, City Attorney
 Phone No.: 386-719-5825
 Email: martinc@lcfla.com ...

5. All other Terms and conditions of the Temporary Easement Agreement, dated June 15, 2023, recorded in Official Records Book 1497, Page 232 of the Public Records of Columbia County, Florida not expressly amended herein shall remain in full force and effect as hereby assigned to the City.
6. Miscellaneous. Assignor hereby represents and warrants to Assignee that as of the Effective Date, Assignor has (i) not heretofore granted to any other party any interest or right to acquire any interest in the Easement being assigned hereunder, whether in the nature of an ownership interest, security interest, lien or otherwise; and (ii) the right, power and authority to execute and deliver this Assignment to Assignee. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to or arising from any acts or omissions of Assignor under the Easement, which have occurred prior to the date hereof. Assignor agrees to execute such additional or further documents as may be necessary or required from time to time to carry out the purposes and intent of this Assignment. Capitalized terms used herein which are not specifically defined in this Assignment shall have the same meaning given to such terms in the Easement, which easement is incorporated herein by this reference.
7. Counterparts. This Assignment may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Assignment. A photocopy of this Assignment, including a facsimile copy, shall have the same force and effect as the original.

SIGNATURE PAGES FOR ASSIGNMENT OF
TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 TO FOLLOW

IN WITNESS WHEREOF, Assignor has executed and delivered this ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 as of the Effective Date.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:
COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

By: _____
TIM MURPHY, CHAIRMAN

Address: _____

Witness
Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by TIM MURPHY, Chairman, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:
COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

By: _____
DAVID KRAUS, COUNTY MANAGER

Address: _____

Witness

Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: _____

JOEL FOREMAN
County Attorney, Columbia County

IN WITNESS WHEREOF, Assignee has executed and accepts this ASSIGNMENT OF TEMPORARY EASEMENT AGREEMENT DATED JUNE 15, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
CITY OF LAKE CITY, FLORIDA

Sign _____

By: _____

NOAH WALKER, MAYOR

Print _____

OR

CHEVELLA YOUNG, VICE MAYOR

ATTEST:

Sign _____

By: _____

AUDREY E. SIKES, CITY CLERK

Print _____

(SEAL)

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by _____, CITY OF LAKE CITY, FLORIDA, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by AUDREY E. SIKES, CITY OF LAKE CITY, FLORIDA, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: _____
CLAY MARTIN
City of Lake City Attorney

**This instrument prepared by
And return to:**
Guy W. Norris, Attorney at Law
NORRIS & NORRIS, P.A.
253 NW Main Boulevard
Lake City, FL 32055

**ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT
DATED MARCH 31 2023**

THIS ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT (“Assignment”) is made and executed as of the 29th day of May 2026 (the “Effective Date”), by COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida whose mailing address is 135 NE Hernando Avenue, Suite 203, Lake City, FL 32055, (“County” or “Assignor”), to the CITY OF LAKE CITY, FLORIDA, a State of Florida municipality, 205 S. Marion Avenue, Lake City, FL 32055 (“City” or “Assignee”).

RECITALS:

WHEREAS, County, the Assignor, owns real property located at 614 SE Industrial Park Terrace, Lake City, Florida, 32055, Columbia County Parcel No. 33-3S-18-10337-001, containing 17.640 acres± as a wastewater treatment plant and related improvements (collectively the “WWTP”), which will be sold to the City, the Assignee, contemporaneously with this Assignment;

WHEREAS, WEYERHAEUSER NR COMPANY, a Washington corporation, (“Grantor”) owns certain real property in Columbia County, Florida and previously entered into that certain Below Ground Easement Agreement, dated March 31, 2023, which was recorded on May 8, 2023 in Official Records Book 1489, Page 2596, of the Public Records of Columbia County, Florida (“Easement”) providing for a thirty (30) foot below ground Easement Area of the real property as more particularly described on Exhibit “A” and depicted on the Exhibit “B” Map of the Easement Area (the “Easement Area”), pursuant to which the County, as Grantee, is the benefited party under the Easement;

WHEREAS, Grantor conveyed to the County the Easement, which is a perpetual non-exclusive easement below ground easement under the Easement Area, that allows the County, as Grantee, to install, maintain and remove underground water and sewer lines pursuant to the terms and conditions contained in the Easement as more particularly described therein;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the County, as Assignor, has agreed to assign to the City, as Assignee, all of the County’s right, title and interest in and to the Easement;

WHEREAS, simultaneous, and in conjunction with, the sale of the WWTP from the County to the City, the Grantor, has agreed to consent to the assignment from the County to the City, and to amend certain terms of the Easement as more particularly set forth herein.

NOW THEREFORE, in consideration of the foregoing described premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated into this Assignment by this reference as if fully set forth herein.
2. Assignment. As of the Effective Date, the County, as Grantee and as Assignor, hereby assigns to the City, as Assignee, and its successors, nominees and assignees, all of Assignor's right, title and interest in and to the Easement.
3. Termination/Restoration. Paragraph 25 of the Easement is hereby amended in pertinent part to provide:

25. **Termination/Restoration.** If for a period of one hundred twenty (120) days, subject to Force Majeure (as defined below), Grantee shall cease to use the Easement Area or any portion thereof for the purposes herein granted (provided that the Easement Area shall be considered to be in use if the Lines are installed and in service to Grantee's water or wastewater utility facility), or if Grantee shall abandon or disconnect the Lines, this Agreement shall immediately terminate and upon such termination Grantee shall provide Grantor with a recordable release of the easement rights herein granted. Grantor may terminate this Agreement for breach by Grantee of any terms or obligations contained in this Agreement or, in its discretion, suspend all rights of Grantee under this Agreement until the breach has been cured. Upon termination of this Agreement Grantee shall cease all business operations and vacate and surrender the Easement Area. Grantee shall surrender the Easement Area in as good, or better, condition as upon commencement of this Agreement at Grantee's sole expense. Upon termination, Grantee and Grantor shall meet to discuss the restoration requirements which may include the removal of all personal or other property of Grantee from the Easement Area. Grantee shall leave all existing roads and crossings in a condition suitable to Grantor, in Grantor's sole discretion. All restoration shall be done at Grantee's sole expense unless otherwise agreed in writing by Grantor. In the event of a termination, Grantee hereby authorizes Grantor to record a statement in recordable form evidencing such termination. ...

4. Notices. Paragraph 33 of the Easement is hereby amended to provide in pertinent part:

20. Notices. ... Until changed in the manner provided herein, the Parties' respective addresses are as follows: ...

If to Grantee: Office of the City Manager
 205 S. Marion Avenue
 Lake City, FL 32055
 Attn: Don Rosenthal, City Manager
 Phone No.: 386-752-2031
 Email: rosenthald@lcfla.com

Copy to: Office of the City Attorney
205 S. Marion Avenue
Lake City, FL 32055
Attn: Clay Martin, City Attorney
Phone No.: 386-719-5825
Email: martinc@lcfla.com

5. All other Terms and conditions of the Below Ground Easement Agreement, dated March 31, 2023, recorded in Official Records Book 1489, Page 2596 of the Public Records of Columbia County, Florida not expressly amended herein shall remain in full force and effect as hereby assigned to the City.
6. Miscellaneous. Assignor, as Grantee, hereby represents and warrants to Assignee that as of the Effective Date, Assignor has (i) not heretofore granted to any other party any interest or right to acquire any interest in the Easement being assigned hereunder, whether in the nature of an ownership interest, security interest, lien or otherwise; and (ii) the right, power and authority to execute and deliver this Assignment to Assignee. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) relating to or arising from any acts or omissions of Assignor under the Easement, which have occurred prior to the date hereof. Assignor agrees to execute such additional or further documents as may be necessary or required from time to time to carry out the purposes and intent of this Assignment. Capitalized terms used herein which are not specifically defined in this Assignment shall have the same meaning given to such terms in the Easement, which can easement is incorporated herein by this reference.
7. Counterparts. This Assignment may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this Assignment. A photocopy of this Assignment, including a facsimile copy, shall have the same force and effect as the original.

SIGNATURE PAGES FOR ASSIGNMENT OF
BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 TO FOLLOW

IN WITNESS WHEREOF, Assignor has executed and delivered this ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 as of the Effective Date.

Signed, sealed and delivered
in the presence of:

ASSIGNOR:
COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

By: _____
TIM MURPHY, CHAIRMAN

Address: _____

Witness
Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by TIM MURPHY, Chairman, COLUMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

WITNESSES:

ATTEST:
COLUMBIA COUNTY, FLORIDA

Witness
Print: _____

By: _____
DAVID KRAUS, COUNTY MANAGER

Address: _____

Witness

Print: _____

Address: _____

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this 29th day May, 2026, by DAVID KRAUS, COLUMBIA COUNTY, FLORIDA COUNTY MANAGER, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: _____
JOEL FOREMAN
County Attorney, Columbia County

IN WITNESS WHEREOF, Assignee has executed and accepts this ASSIGNMENT OF BELOW GROUND EASEMENT AGREEMENT DATED MARCH 31, 2023 as of the Effective Date, as hereby amended.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
CITY OF LAKE CITY, FLORIDA

Sign _____

By: _____

NOAH WALKER, MAYOR

Print _____

OR

CHEVELLA YOUNG, VICE MAYOR

ATTEST:

Sign _____

By: _____

AUDREY E. SIKES, CITY CLERK

Print _____

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by _____, CITY OF LAKE CITY, FLORIDA, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me in my physical presence this 29th day of May, 2026, by AUDREY E. SIKES, CITY OF LAKE CITY, FLORIDA, who is personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC – State of Florida

Approved as to form and legality:

By: _____
CLAY MARTIN
City of Lake City Attorney

