

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered into by and between WEYERHAEUSER COMPANY, a Washington corporation, whose address is 220 Occidental Avenue South, Seattle, Washington 98104, hereinafter called the "Seller," and Levy County Board of County Commissioners, whose address is 310 School Road, Bronson, FL 32621, hereinafter called the "Buyer." As used herein, the "Effective Date" of this Agreement shall mean the last date of signature by either Seller or Buyer, as indicated beneath their signatures below.

1. Conveyance In consideration of the mutual covenants set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and subject to all terms of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller that certain real property located in Levy County, State of Florida, legally described on Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth (the "Property").

2. Purchase Price and Payment

(a) The total purchase price for the Property shall be the sum of \$221,060.00 ("Purchase Price"). Buyer shall pay the sum of \$11,000.00 as earnest money ("Earnest Money") to be held and applied as partial payment of the Purchase Price at the Closing. The balance of the Purchase Price shall be paid in immediately available funds via electronic funds (wire) transfer at or before the Closing.

(b) Unless otherwise provided for by the parties, the Earnest Money shall be deposited with the Law Office of Douglas K. McKoy, whose address is 302 N Main St., Suite B Trenton, FL 32693, who will hold and disburse the Earnest Money in accordance with the terms and provisions of this Agreement.

(c) This is a sale in gross of tract(s) and not a sale by the acre of land. Any acreage of the Property stated herein is an estimate only. There is no warranty of acreage and there shall be no adjustment in the Purchase Price for any acreage discrepancies.

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

(a) Any documents, cruises, compilations, timber inventories, surveys, plans, specifications, reports and studies made available to Buyer by Seller, its affiliates, Seller's Broker,

or any of their employees, agents or representatives (collectively the “Seller Parties”), and any answers to questions or other information about the Property given by any of the Seller Parties to Buyer or its agents and representatives (whether oral or in writing), are provided as information only. Seller has not made, does not make, and has not authorized anyone else to make any representation or warranty as to: (i) the existence or non-existence of access to or from the Property or any portion thereof; (ii) the number of acres in the Property; (iii) the volume, type, condition or quality of timber on the Property or logging conditions or feasibility; (iv) the location of the Property or any portion thereof within any floodplain, flood prone area, watershed or the designation of any portion of the Property as “wetlands”; (v) the volume, condition or quality of minerals on the Property; (vi) the availability of railroad, water, sewer, electrical, gas or other utility services; (vii) the environmental conditions or requirements of the Property or any land near the Property; (viii) the presence or absence of wildlife including threatened or endangered species on or near the Property; (ix) the stability of soils; (x) the condition of any building structure or improvements on the Property; (xi) the suitability or fitness of the Property for any development, construction, or any other purpose; (xii) the current or projected income or expenses of the Property; (xiii) the transferability of any current forestland or other special tax designation; (xiv) the accuracy, sufficiency, or completeness of any documents, reports, studies, or other information (whether written or oral) provided by any Seller Party; or (xv) any other matters related to the Property. SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, INCLUDING WITHOUT LIMITATION ANY WARRANTY RELATING TO THE CONDITION OF THE PROPERTY, ITS SUITABILITY FOR BUYER’S PURPOSES OR THE STATUS OF THE PROPERTY’S MAINTENANCE OR OPERATION. SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE PROPERTY MAY BE USED FOR ANY PURPOSE WHATSOEVER.

(b) Buyer expressly acknowledges that: (i) Seller Parties have not made any representations or warranties whatsoever concerning the Property or any matters pertaining to the Property; and (ii) in entering into this Agreement, Buyer is not relying on any such representations or warranties.

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

(d) To the fullest extent permitted by law, Buyer for itself and its successors and assigns hereby waives and releases all Seller Parties from any and all contractual, statutory, common law, and/or other liabilities, obligations, claims or causes of action, known or unknown, that Buyer or its successors and assigns may be entitled to assert against the Seller Parties arising

in whole or in part out of, or relating or connected in any way to, the condition of the Property including, but not limited to, any such liabilities, obligations, claims or causes of action based in whole or in part upon any applicable federal, state or local environmental law, rule or regulation or the environmental condition of the Property.

4. Buyer's Inspection Period

(a) Buyer and Buyer's agents and representatives shall have the right, from the Effective Date until Closing, to go on the Property at reasonable times to make any reports, inspections and feasibility studies that Buyer wishes concerning the Property; provided that Buyer shall not conduct any invasive testing, including without limitation, any so-called Phase II Environmental Assessment, on the Property without Seller's prior written consent. All access to the Property hereunder shall be coordinated with Seller in advance and all such access made shall be at the sole risk of the entering party. All feasibility activities conducted hereunder shall be made at Buyer's sole cost and in full compliance with all federal, state, and local laws. Buyer hereby covenants and agrees to indemnify, defend, and hold Seller harmless from and against any and all loss, liability, costs, claims, damages, demands, actions, causes of action and suits caused by or arising out of the exercise of the rights under this paragraph by Buyer or its agents or representatives, or the failure of Buyer or its agents or representatives to adhere to the requirements in this paragraph, or any permitting or related activities of Buyer or its agents or representatives concerning the Property. Buyer acknowledges that the foregoing covenant contained in this paragraph shall survive the termination of this Agreement.

(b) For a period of 5 days following the Effective Date ("Buyer's Inspection Period"), Buyer may elect to not purchase the Property based on the results of its inspections or for any other reason. If Buyer notifies Seller in writing of its election to not purchase the Property prior to expiration of Buyer's Inspection Period, then this Agreement shall terminate, Seller's Broker shall refund the Earnest Money to Buyer, and, except as expressly provided to the contrary in this Agreement, Seller and Buyer shall have no further rights, duties, obligations or liabilities under this Agreement. In the event of such termination, if Seller requests, Buyer shall promptly furnish Seller with copies of all reports and studies relating to the Property conducted by or for Buyer, which obligation shall survive termination.

(c) In the event that Buyer does not give notice to Seller in accordance with the provisions above of Buyer's election to terminate this Agreement, then Buyer shall be deemed to have waived such right and this Agreement shall continue in full force and effect.

5. Closing The consummation of the purchase and sale transaction contemplated herein (the "Closing") shall take place at a mutually agreeable location at or before 10:00 a.m. (local time) on 3/15/2023 (the "Closing Date"). The wire transfer for the Purchase Price must be initiated by noon (local time) on the Closing Date, and the Deed may not be recorded nor may Buyer take possession of the Real Property until such wire transfer has been initiated. Seller may

extend the Closing Date for up to ninety (90) days, provided that Seller provides Buyer notice ten (10) days in advance of such extension.

6. Deed of Conveyance At Closing, Seller shall deliver a Special Warranty Deed conveying to Buyer title to the Property, containing the disclaimer and release provisions contained in Section 3 and the Mineral Reservation described in Special Provisions, if any, and warranting title against the claims of all persons claiming by, through or under Seller, but against none other (the "Deed"); the conveyance and the foregoing warranty being subject to the following (collectively, the "Permitted Exceptions" to said warranty):

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

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

(c) any rights of the United States of America, the State in which the Property is located or others in the use and continuous flow of any brooks, streams or other natural water courses or water bodies within, crossing or abutting the Property, including, without limitation, riparian rights and navigational servitudes;

(d) title to that portion of the Property, if any, lying below the mean high water mark (as such mean high water mark may change from time to time) of abutting tidal waters;

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

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

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

(h) all encroachments, overlaps, boundary line disputes, shortages in area, parties in possession, cemeteries and burial grounds and other matters not of record which would be disclosed by an accurate survey or inspection of the Property, including any survey prepared in connection with this transaction;

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

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

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

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

7. Title Search Buyer shall bear the expense of searching title and the full cost of any title insurance premiums including extended coverage or endorsements, if any. Buyer shall have

5 days from the Effective Date in which to search title to the Property and in which to furnish Seller with a written statement of any title objections other than the Permitted Exceptions. If Buyer fails to timely submit such written statement of title objections, then Buyer is deemed to have accepted any title defects and shall proceed to Closing. If Seller is unable or unwilling to cure the objections, Buyer may elect to either: (a) terminate this Agreement by written notice to Seller, whereupon any Earnest Money paid shall be refunded to Buyer and, except as expressly provided to the contrary in this Agreement, Seller and Buyer shall have no further rights, duties, obligations or liabilities under this Agreement, or (b) Buyer may waive such defects and proceed to the Closing without a reduction in the Purchase Price. If Buyer makes no such election by the Closing Date, Buyer shall be deemed to have chosen option (b) above.

8. Tax Designation Buyer acknowledges that the Property may have a current designation as forestland or other special tax classification based upon its current use (“Tax Designation”). Buyer agrees to purchase the Property subject to the provisions, conditions, and restrictions of the Tax Designation and to continue the Tax Designation of the Property. Buyer agrees to take any further actions and to prepare any additional plans and reports at Buyer’s expense, as may be required to continue the Tax Designation to Buyer on or after Closing. If Buyer decides to remove, or fails to continue, the Tax Designation of the Property, any resulting tax, rollback tax, compensating tax, interest or penalty associated with the withdrawal, or failure to continue, the Tax Designation of the Property (collectively, “Removal Fees”) shall be Buyer’s sole responsibility and expense. Buyer shall indemnify Seller from and against any and all such Removal Fees. Buyer acknowledges that the covenant contained in this paragraph shall survive the Closing and not be merged in the Deed.

9. Prorations, Expenses & Property Taxes All real estate ad valorem taxes for the calendar year of Closing shall be prorated as of the Closing Date and paid or credited at the Closing. Seller shall prepare the Deed, based on Seller's standard form. Seller shall pay for any state, county, and local property transfer taxes. Buyer shall pay escrow fees and closing costs, as well as all recording costs. Buyer shall pay when due (and indemnify and hold Seller harmless from) all taxes, assessments and penalties (including any which may be attributable or allocable to periods prior to the Closing) resulting from any change made or caused by Buyer in the use or classification of the Property after the Closing. The party responsible for payment of property taxes agrees to pay the current year’s tax bill in full on or before the due date. In the event that the non-responsible party receives the tax bill, that party agrees to forward it to the other party for payment. The parties agree that no refunds will be issued for incorrectly paid tax bills by either party unless an error is made and the aggrieved party makes a written request for refund within twelve months of the Closing Date.

10. Closing Instruments

- (a) Seller shall deliver to escrow for Closing the following on or before the Closing Date:
- (i) Seller's standard Deed in accordance with Section 6 above;

- (ii) Seller's standard owner's affidavit;
- (iii) Seller's FIRTPA certificate; and
- (iv) A signed settlement statement.

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

- (i) The balance of the Purchase Price and any other amounts due under this Agreement;
- (ii) Any other such documentation as may be required under this Agreement; and
- (iii) Such other documentation as may be reasonably required to close the transaction, including, without limitation, a signed settlement statement, any required transfer tax form, and escrow instructions.

11. Hunting/Recreational Rights Hunting leases, recreational leases and/or recreational permits (if any) covering the Property will be terminated with respect to the Property effective as of the Closing Date or as soon thereafter as practical, provided that the lessee of any such lease or permit will have thirty (30) days following termination of any such lease or permit to remove deer stands, other hunt club equipment, or other personal property from the Property. Buyer acknowledges the foregoing, shall permit such lessees to access the Property after Closing for such purposes, and shall release Seller from all liability associated with such access. This paragraph shall survive Closing.

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

13. Real Estate Commission Buyer and Seller each represent and warrant to the other that there are no brokers, agents or finders, licensed or otherwise engaged by it, respectively, in connection with the transaction contemplated by this Agreement. In the event of any such claim for broker's, agent's or finder's fee or commission in connection with the negotiation, execution or consummation of this transaction, the party upon whose alleged statement, representation or agreement such claim or liability arises shall indemnify, hold harmless and defend the other party

from and against such claim and liability, including without limitation, reasonable attorney's fees and court costs. Buyer and Seller acknowledge that the representations and warranties contained in this paragraph shall survive any early termination of this Agreement and the Closing and shall not be merged in the Deed.

14. Default If, for any reason whatsoever, Seller shall be unable to deliver title in accordance with this Agreement or Seller otherwise defaults hereunder, Buyer may elect to either: (a) terminate the Agreement upon notice given to Seller, whereupon the Earnest Money shall be returned to Buyer and neither party shall have any further rights or obligations under this Agreement, except those that expressly survive termination, or (b) waive such default and proceed to Closing (which Buyer shall be deemed to have done if it proceeds to close without making an election). In all cases, Seller's liability shall be limited to the return of the Earnest Money. In the event of default by Buyer, Seller may elect to terminate this Agreement upon notice given to Buyer, in which case Buyer agrees that Seller shall retain the Earnest Money as liquidated damages as Seller's sole remedy; provided that the foregoing shall not limit Seller's remedies regarding any indemnity or other obligations of Buyer that by their terms expressly survive termination. Seller and Buyer agree that the Earnest Money is a reasonable amount for liquidated damages sustained by Seller upon default by Buyer because of the uncertainty in ascertaining actual damages. Further, if Seller elects to terminate hereunder, then upon any request made by Seller, Buyer shall furnish Seller with copies of all reports and studies relating to the Property conducted by or for Buyer (which obligation shall survive). In no event shall Seller be liable to Buyer for any punitive, consequential, incidental, indirect or special damages arising out of this Agreement or any breach thereof, including but not limited to loss of use, lost profits or revenue, whether or not such loss or damage is based on contract, warranty, negligence or otherwise.

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

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

was transmitted, provided the sender of such email notice receives confirmation of receipt from the recipient via return email or another acceptable notice method. Notices shall be addressed as follows:

If to Seller: Weyerhaeuser Company
 Attn: Tyler Pope
 205 Perry Lane Rd
 Brunswick, GA31525-9799
 Telephone: 912-289-5894
 Email: Tyler.Pope@weyerhaeuser.com

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

If to Buyer: Attn: Wilbur Dean
 310 School Road
 Bronson, FL 32621
 Telephone:
 Email: dean-wilbur@levycounty.org

17. Actions of Seller Seller agrees and covenants that upon and following the execution of this Agreement and until Closing of the purchase contemplated herein (or any earlier termination of this Agreement), Seller shall not, without the prior written consent of Buyer, cut timber (other than hazardous trees), convey timber rights, grant easements, leases, rights-of-way or servitudes, or grant or convey any portion of the Property, or in any way encumber the Property in a manner inconsistent with the rights and interests to be acquired by Buyer.

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

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

20. Invalidity In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions

hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.

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

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

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

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

25. Possession Possession of the Property shall be granted to Buyer at the Closing.

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

the intent and purposes of this Agreement; provided, however, that the foregoing shall not obligate either party to expend additional sums or to incur additional liabilities.

27. **Paragraph Headings** The word or words appearing at the commencement of paragraphs and subparagraphs of this Agreement are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those paragraphs or subparagraphs.

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

29. **Counterparts; Electronic Signatures** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. In addition, the parties agree that this Agreement may be executed electronically and that electronic (email) counterparts of this Agreement shall be deemed for all purposes as an original. The parties agree to deliver counterparts of this Agreement containing original signatures if requested as soon as possible.

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

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

32. **Use of Name** Buyer acknowledges and agrees that the name “Weyerhaeuser” (or any variation thereof) shall not be used by Buyer, or its assigns, in any way or on any activities conducted by or on behalf of Buyer, including advertisements.

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

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

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

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

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

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

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

40. Covenant Buyer acknowledges that the Property conveyed herein is or may be adjacent to or near Seller’s or its affiliates’ timberlands and may be subject to conditions resulting from Seller’s or its affiliates’ commercial forestry operations and mineral operations on said adjacent or nearby lands. Such operations include management and harvesting of timber, disposal of slash (including, without limitation, slash burning and other controlled burning), reforestation, application of chemicals, road construction and maintenance, transportation of forest products, and other accepted and customary forest management activities, and commercial exploitation of

mineral resources, including all methods of developing, producing, extracting or removing mineral resources therefrom, all conducted in accordance with federal and state laws. Said forest management activities and mineral operations ordinarily and necessarily produce noise, dust, smoke, appearance and other conditions which may conflict with Buyer's use of the Property. Buyer, its heirs, successors and assigns hereby waive all common law rights to object to normal, necessary and non-negligent forest management activities and mineral operations legally conducted on Seller's or its affiliates' adjacent property or nearby property. Buyer, its heirs, successors and assigns will not object to the legal application of chemicals, including, without limitation, pesticides and herbicides, on Seller's or its affiliates' adjacent or nearby property. It is intended and agreed this covenant shall be hereafter a part of the Deed described in Section 6 above, and of the public record and forever remain a covenant with the Property now or hereafter adjacently acquired by Buyer, and any party acquiring an interest in said Property shall be bound by the terms of the covenant.

41. Intentionally Omitted

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

(a) Radon Gas. Seller and Buyer acknowledge that radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) Flood Zone. Buyer is advised to verify by survey, with its lender (if any), and with appropriate government agencies or departments which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty

(c) Coastal Zone Disclosure. The Property may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including the delineation of the coastal construction control line, ridged coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property.

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

Buyer:
Levy County Board of County Commissioners

By: _____

Name: _____

Title: _____

Date of Execution: _____

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

Seller:

Weyerhaeuser Company

By: _____

Name: _____

Title: _____

Date of Execution: _____

Exhibit A

Township 13 South, Range 15 East

Section 25: That portion of S ½ lying Southwest of U.S. Highway 19/98 and North of SE 1st Avenue