

RIGHT OF ENTRY PERMIT AND AGREEMENT
(For Soil Testing , Geophysical Testing, Wetland Delienation and Surveying)
Nassau Forest, Compartments ~~1-29, 1-30~~, 1-34, Nassau County, Florida
1-35

This Agreement, made this 30th day of Sept, 1996, by and between RAYONIER TIMBERLANDS OPERATING COMPANY, L.P., Limited Partnership, whose address is P.O. Box 728, Fernandina Beach, Florida 32035-0728, Attention: Dan Roach, hereinafter referred to as "RTOC" and Nassau County, Florida, hereinafter referred to as "CONTRACTOR."

WHEREAS RTOC is the owner of tracts of land situated in Nassau County, Florida, more particularly described in Exhibit A , attached hereto and made a part hereof by this reference (hereinafter referred to as the Premises):
and

NOW, THEREFORE, RTOC hereby grants to CONTRACTOR the right and privilege to enter upon its Premises specifically and solely for the purposes identified herein and during the herein stated term and upon the following conditions:

1. The purpose of this Permit and Agreement is to permit CONTRACTOR, their agents and employees at no cost, liability or expense to RTOC, to enter upon the Premises for the purpose of soil testing and geophysical testing , wetland delienation, surveying and related measurements.
2. The terms of this Right of Entry and Agreement shall be for a period commencing July 22, 1996 and continue for a period of three (3) months thereafter, unless terminated earlier by either party.
3. CONTRACTOR, in the exploration and investigation of the Premises shall remain on existing roads, fire-breaks, truck trails and other established routes and clean up after all operations. Should it be necessary for CONTRACTOR to construct new roads or truck trails for access purposes to such areas of interest on the Premises, CONTRACTOR shall do so only after receiving written approval of such access way by RTOC and shall keep damage to trees and timber to a minimum.
4. CONTRACTOR shall not have the right to conduct any other work beyond the scope of soil testing and geophysical testing , wetland delienation, surveying and related measurements without prior consent of RTOC, whose local agent with authority to give such consent is set out in Paragraph 8 herein.
5. It is understood that once the exploration and investigation of the Premises is complete, CONTRACTOR shall submit to RTOC all data associated with the soil testing and geophysical testing , wetland delienation, surveying and related measurements
6. CONTRACTOR shall conduct their operations on the Premises in a careful, prudent and workmanlike manner, with due care and caution to the safety of the trees and timber growing thereon and such other property of RTOC located thereon and further agree that if damage or destruction of said trees or timber or other property results from their operations on the Premises they shall compensate RTOC and otherwise make RTOC whole for said damage or destruction.
7. Where it is necessary for CONTRACTOR to cut merchantable trees (which are defined as all trees with a diameter greater than or equal to five inches measured at a point six inches above ground level), same shall belong to RTOC, and shall be cut into lengths of five feet three inches (5'3") by CONTRACTOR and placed in pens or piles as pulpwood (pine and hardwood to be piled separately) at points where it can be readily loaded for hauling.

All merchantable timber cut shall be compensated at a rate of Forty (\$40.00) per ton. All nonmerchantable timber, whether nonmerchantable due to age or small volumes, removed or damaged shall be compensated for at the rate of \$30 per tree.
8. No fires may be set upon the Premises, nor shall any firearms be brought upon the Premises by CONTRACTOR, their agents, contractors, employees or servants.
9. CONTRACTOR shall contact RTOC's Forest Supervisor, at the following telephone number and location prior to their entry upon the Premises and shall notify or otherwise apprise said Forest Supervisor on no less than a bi-weekly basis of the general location upon the Premises where CONTRACTOR or their contractors shall be performing any activities:

Mr. Rick Ward, Forest Supervisor
P O Box 1679
Yulee, Florida 32097
(904) 225-5100

10. CONTRACTOR agrees to indemnify, hold harmless and defend RTOC from and against any and all actions or cases of action, claims, demands, liabilities, loss, damage or expense of whatsoever kind of nature, including attorneys fees which RTOC may suffer by reason of bodily injury, including death, arising therefrom to any person or persons or by reason of damage to or destruction of any property including the loss of use thereof,

Right of Entry Permit and Agreement
Between RTOC and Nassau County, Florida

arising out of any operations of CONTRACTOR, their contractors, servants, agents and employees under this Permit and Agreement.

11. CONTRACTOR agrees and binds themselves at their own cost and expense, so as to avoid danger to persons and property, on said Premises.

12. RTOC may cancel the rights and privileges of CONTRACTOR hereunder, as a result of the violation of any condition hereof. If so canceled, CONTRACTOR shall immediately cease operations hereunder and quit the Premises and remove or cause to be removed therefrom all equipment and personnel present thereon.

13. CONTRACTOR agrees to abide by applicable law, federal, state or local statutes, rules and regulations and shall obtain at their own cost and expense all permits required by any governmental agency having jurisdiction.

14. CONTRACTOR shall not assign this Permit and Agreement without the prior written approval of RTOC. However, RTOC retains the right to use the Premises itself in pursuit of all silvicultural activities.

15. CONTRACTOR shall not have the right to remove any material from the property, either natural or manmade, particularly any articles of value, either monetary, historic or of archeological significance. CONTRACTOR shall immediately notify RTOC of the discovery of any significant or valuable material.

IN WITNESS whereof, this instrument has been executed by the parties whose hand is affixed hereto, the day and year above first written.

RAYONIER TIMBERLANDS OPERATING COMPANY,
LIMITED PARTNERSHIP

by its Managing General Partner,

RAYONIER FOREST RESOURCES COMPANY

WITNESSES (as to RTOC):

1. [Signature]
2. [Signature]

By: W. D. Crickman
As Its: Director, Forest Resources, S.E.

NASSAU COUNTY, FLORIDA

WITNESSES (as to CONTRACTOR):

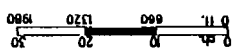
1. [Signature]
2. [Signature]

Signed: [Signature]
Chairman
As Its: Board of County Commissioners

Rayonier

Southeast Forest Resources

Landline Miles = 4.0
Rayonier Acres = 361



DATE: 30 Nov 95

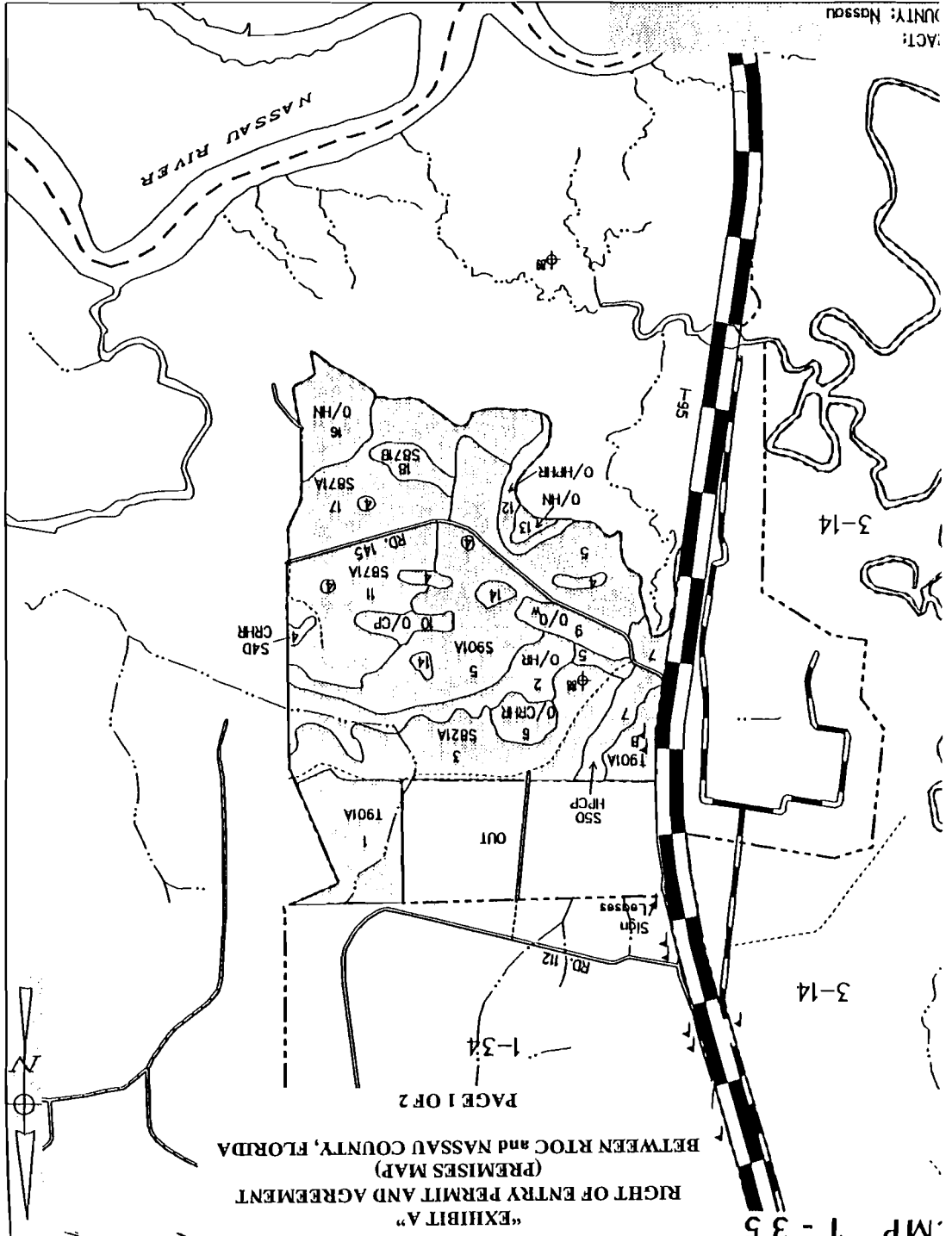
CMP 1-35

NASSAU

ST PINE HOWL ACRES PC 51 HT 45 YR FT 7A HB
---TENT/HEB---
---TENT/HEB---

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"EXHIBIT A"
RIGHT OF ENTRY PERMIT AND AGREEMENT
(PREMISES MAP)
BETWEEN RTOC and NASSAU COUNTY, FLORIDA

