

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

This Agreement, made this 7th day of April, 1997, 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 March 1, 1997 and
continue for a period of One-Hundred, Twenty (120) days 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. Arthur Edmondson

2. Ruth Brewer

By: W. D. Erickson

As Its: Director, S. E. Forest Resources

WITNESSES (as to CONTRACTOR):

1. Jean M. Stepler

2. Jean B. Powell

NASSAU COUNTY, FLORIDA

Signed: John A. Crawford

Board of County Commissioners

As Its: Chairman

Rayonier

RECEIVED APR 10 1997 *J*

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Southeast Forest Resources

April 8, 1997

Mr. Walter Gossett
Nassau County Board of County Commissioners
Post Office Box 1010
Fernandina Beach, FL 32035

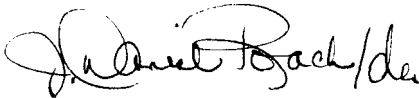
Re: Right of Entry Permit and Agreement at Nassau Forest Cmp 1-34
Nassau County, Florida

Dear Mr. Gossett:

Attached you will find an original Right of Entry Permit and Agreement for the above referenced matter for your files. The permit begins March 1, 1997 and continues for 120 days.

If you have any questions, please do not hesitate to call me at (904) 321-5507.

Sincerely,



J. Daniel Roach
Manager, Business Development and
Land Utilization

JDR/dle

Enclosures

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cc: Ken Gay
Jeff Ledbetter
Rick Ward (with signed agreement)