

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is entered into by **WILDLIGHT LLC**, a Delaware limited liability company duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("SELLER"), and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("BUYER"), for the purchase by BUYER from SELLER of the real property located in Nassau County, Florida, that is described or identified on **EXHIBIT A** attached hereto and incorporated herein (the "Land").

WITNESSETH

SELLER hereby agrees to sell, and BUYER hereby agrees to buy, the Land on the following terms and conditions:

1.1 **PURCHASE PRICE**. The purchase price for the Land shall be **\$1,000,000.00**, subject to appraisal, and shall be delivered as follows:

1.2 **PAYMENT**:

- (a) Earnest Money Deposit: **\$1,000.00**
 (which shall be paid by certified or cashier's check and delivered and made payable to the Closing Agent at the time of BUYER's execution and delivery of this Agreement, and applied at Closing (defined in Paragraph 6(a))
- (b) Balance due at Closing: **\$999,000.00**
 (U.S. wire transfer value dated upon date of sale, subject to adjustments and prorations)

2. **DEED**. It is understood that the Land will be conveyed by Special Warranty Deed (the "Deed") to BUYER which, for a period of 20 years following the date that the Deed is recorded, restricts the use and development of the Land to use as a Governmental Facility, subject to current taxes to be paid by SELLER, any other provision referred to in this Agreement or in the Deed, and all matters apparent from a survey or inspection of the Land or the public records. SELLER shall convey to BUYER any and all mineral rights as they may have in and to the Land. BUYER shall cause a survey of the Land ("Survey") to be made by a registered Florida surveyor and certified and delivered to BUYER, SELLER, and the title company no later than thirty (30) days before the Closing Date (defined in Paragraph 6(b)). The legal description of the Land shall be based on the Survey. The term "Government Facility" means a facility that, subject to the restrictions set forth in the Prohibited Uses (defined in the Deed), is used for Nassau County's government functions and purposes including related ancillary or complementary uses. For the avoidance of doubt, BUYER may lease or license all or part of the Land and all or part of any improvements to the Land to any person or entity so long as such person or entity's use of the Land and improvements is consistent with the definition of Government Facility. The provisions of this Paragraph 2 shall survive Closing (defined in Paragraph 6(a)).

3. **SELLER'S COSTS.** SELLER shall pay prorated amount of ad valorem taxes, if any.
4. **BUYER'S COSTS.** BUYER shall pay all the closing attorney's fees and closing costs, title examination fees, title insurance premium, Survey costs, and all recording or filing fees, including documentary stamps.
5. **TAXES.** Ad valorem taxes for the year of Closing shall be prorated between BUYER and SELLER as of the Closing Date and shall be based on the amount of the latest taxes assessed against the Land, less the maximum discount for early payment. SELLER's prorated ad valorem taxes shall include the Closing Date.

6. **TITLE EXAMINATION AND CLOSING.**

(a) SELLER shall convey to BUYER a good and marketable title to the Land by the Deed (as noted in Paragraph 2), subject to the matters previously herein stated and terms herein at closing ("Closing"). BUYER shall have until the end of the Inspection Period (defined in Paragraph 8(b)) to examine the title of the Land. The parties agree that if the title is such as would permit a nationally-recognized title insurance company mutually agreeable to both parties to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions for the items set forth in this Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, title policy, and any title insurance premium shall be at BUYER's sole expense.

(b) If the title examination shows that SELLER is vested with good and marketable title to the Land, the transaction shall be closed and SELLER and BUYER shall perform the agreements made herein on or before the date that is 30 days after the end of the Inspection Period (defined in Paragraph 8(b)) (the "Closing Date").

(c) If the title examination reveals any defects which render the title of the Land unmarketable, BUYER shall give to SELLER written notice of such defects before the end of the Inspection Period (defined in Paragraph 8(b)). Any defects that BUYER does not timely address with SELLER in writing shall be waived by BUYER. SELLER shall have the right to cure the properly noticed defects but shall not be required to do so. If the defects are cured, this transaction shall be closed within the time allowed for Closing hereunder.

(d) If SELLER is unable to convey to BUYER marketable title to the Land in accordance with this Agreement, BUYER shall have the right to (i) abandon any legal or equitable rights in the Land to SELLER, executing a full and complete release of SELLER for all claims arising under or associated with this Agreement or the purchase of the Land, returning to SELLER any title evidence, surveys or other similar documents received from SELLER and BUYER's copy of this Agreement, and receiving a full refund of the Deposit; or (ii) accept such title with such defects, and close this transaction upon the other terms as stated herein. Those title defects or exceptions contained in the title commitment which have not been cleared prior to the Closing Date shall be listed as permitted exceptions to title on the Deed. These are BUYER's sole and exclusive remedies for failure of SELLER to convey marketable title to BUYER.

(e) The Closing of the purchase and sale of the Land shall be held on the Closing Date at the Office of Andrea Lennon, ESQ located at 3391 S Fletcher Ave, Fernandina Beach, FL 32034 ("Closing Agent"). Time to be set by her office. Neither party is required to attend the Closing in person and SELLER may mail SELLER's Closing Documents (defined in Paragraph 6(f)) to the Closing Agent to be held in escrow until the Closing.

(f) SELLER shall deliver the following documents to the Closing Agent (SELLER's "Closing Documents"):

- a. The Deed in the form attached hereto as **EXHIBIT B**;
- b. An affidavit from SELLER stating that SELLER is not a foreign person as defined in Section 1445 of the Internal Revenue Code in the form attached hereto as **EXHIBIT C**;
- c. An original executed Closing Statement;
- d. An affidavit from SELLER identifying the individual(s) with authority to sign the Deed and other Closing Documents in the form attached hereto as **EXHIBIT D**;
- e. An owner's affidavit from SELLER in the form attached hereto as **EXHIBIT E**; and
- f. The Memorandum of Agreement in the form attached hereto as **EXHIBIT F** (the "Memorandum of Agreement").

(g) BUYER shall deliver the following to the Closing Agent:

- a. The Deed;
- b. An original executed Closing Statement;
- c. The Memorandum of Agreement; and
- d. Payment in accordance with Paragraph 1.2(b).

7. **RECORDING**. This Agreement shall not be recorded without the express, prior written consent of both parties hereto. The Memorandum of Agreement shall be recorded at Closing.

8. **POSSESSION/INSPECTION**.

(a) BUYER shall have the right to enter upon and take possession of the Land from the date of Closing.

(b) The time period beginning on the Effective Date and ending at 5:00 P.M. Nassau County time on the date that is 60 days after the Effective Date is referred to herein as the "Inspection Period"). BUYER may terminate this agreement for any reason or no reason by written notice of termination delivered to SELLER at any time before the end of the Inspection Period. Upon any such termination, BUYER shall receive a refund of the Deposit and the parties shall

have no further obligations under this Agreement, except as to any obligations which survive termination. During the Inspection Period, BUYER shall have the non-exclusive right to enter upon the Land to determine its suitability for BUYER'S purposes, and to conduct thereon such surveys, tests, and examinations as BUYER deems necessary, upon the express condition that BUYER shall exercise its privileges under this right of entry at BUYER'S own risk and its sole cost and expense and that BUYER may not conduct any soil borings or other invasive tests of the Land without Seller's consent. The right of entry shall not operate to extend the Closing hereunder in any manner. BUYER agrees to notify SELLER prior to any entry upon the Land and prior to surveying or conducting tests. Access by BUYER or its employees, agents, contractors, consultants, surveyors, engineers, or other party by or through BUYER shall be limited to reasonable daylight hours.

(c) In connection with BUYER'S inspections, BUYER agrees to restore the Land to its pre-assessment/investigation condition upon demand of SELLER. To the fullest extent permitted by law, BUYER shall defend, indemnify and hold SELLER and its affiliated or related companies harmless from and against any and all liability for injury, damage, cost, loss and expense (including attorney's fees and expenses) resulting from, arising out of, or in any way connected with BUYER'S or its agents', contractors', invitees' or guests' inspection activities and any other activities on the Land, whether such injury or damage is sustained before or after Closing, before or after the Effective Date of this Agreement, or by BUYER, SELLER, or any third party. SELLER shall not be liable to BUYER, if for any reason, BUYER'S occupancy or use of the Land prior to Closing shall be hindered or interrupted for any reason whatsoever. The provisions of this Paragraph 8(c) shall survive any termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES OF SELLER.** SELLER hereby represents and warrants to BUYER that:

(a) The persons who have or will have executed and/or delivered this Agreement, the Deed of conveyance, any assignments and any and all other instruments, affidavits, certified resolutions and any other documents shall be or have been duly authorized to do so; and

(b) It is not a party to any actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting any portion of the Land or relating to or arising out of the ownership of the Land, in any court or before or by any federal, state, or local agency or other governmental instrumentality; there are no such actions, suits or proceedings pending; and

(c) The execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by SELLER of any provisions of any agreement or other instrument to which it is a party or to which it may be subject although not a party, or result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against SELLER; and

(d) It has not engaged any broker or agent in connection with the sale of the Land.

This Paragraph 9 shall survive Closing or any termination of this Agreement.

10. **REPRESENTATIONS AND WARRANTIES OF BUYER.** BUYER hereby represents and warrants to SELLER that:

(a) It is a County Government, validly existing and in good standing under the laws of the State of Florida; and

(b) It has the authority and power to enter into and carry out the terms of this Agreement; and

(c) The persons who have or will have executed and/or delivered this Agreement, and any and all other instruments, affidavits, certified resolutions and other documents required or permitted hereunder have been duly authorized and empowered to do so; and

(d) The execution and delivery of this Agreement and the transactions contemplated herein have been duly authorized; and

(e) It has not engaged any broker or agent in connection with the purchase of the Land, except as herein disclosed, and BUYER will indemnify, defend and hold harmless SELLER from any claims, losses, damages, suits or proceedings, including attorneys' fees, for commissions, fees or comparable brokerage arrangements arising by or under BUYER, from any person or entity whatsoever, including but not limited to the following designated procuring and affiliated Broker(s): None.

This Paragraph 10 shall survive Closing or any termination of this Agreement.

11. **CONDITIONS TO SELLER'S OBLIGATIONS.** The obligations of SELLER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of BUYER contained herein shall be true and correct in all material respects and SELLER shall have received a certificate from the County Attorney to such effect, if timely requested.

(b) BUYER shall not be in material default of any of its obligations under this Agreement.

12. **CONDITIONS TO OBLIGATIONS OF BUYER.** The obligations of BUYER hereunder are subject to satisfaction of the following conditions as of the date of Closing:

(a) The representations and warranties of SELLER contained herein shall be true and correct in all material respects and BUYER shall have received a certificate or affirmation of SELLER's authority to effectuate the terms of this Agreement in the form attached hereto as **EXHIBIT D.**

(b) SELLER shall not be in material default of any of its obligations under this Agreement.

13. **ENVIRONMENTAL ACCOUNTABILITY.**

(a) This transaction is a commercial transaction and is sold and purchased by and between a commercial enterprise and County Government.

(b) SELLER has no knowledge of any claim or notice of violation of any federal, state or local law, regulation or ordinance governing the use, handling, storage or disposition at or upon the Land of any Hazardous Materials. As used herein, "knowledge" shall mean the actual personal knowledge of Wesley B. Hinton without imposing a duty to investigate or any personal liability upon any such person.

(c) For purposes of this Agreement the following terms shall have the following meanings:

(i) "Environmental Laws" shall mean all federal, state and local laws, statutes, regulations, ordinances, applicable agency guidance, administrative and judicial determinations relating to the protection of the environment, safety and health, or to any Hazardous Material, including, without limitation, CERCLA, the Resource Conservation and Recovery Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act and all laws pertaining to reporting, licensing, permitting, investigation or remediation of releases or threatened releases of Hazardous Materials as well as their counterpart state authorities, whether in effect as of the date of closing or subsequent thereto.

(ii) "Hazardous Materials" shall mean all household waste or trash, construction debris, hazardous, toxic, explosive, radioactive or harmful materials, wastes, pollutants, contaminants or substances of any kind or nature that are regulated pursuant to any Environmental Law.

14. **RIGHT OF FIRST REFUSAL.** SELLER shall have the right of first refusal provided in this Paragraph 14 until the earlier of (i) the five (5) year anniversary of the recording of the Deed, or (ii) the date that a building permit for the construction of a Governmental Facility (defined in Paragraph 2) on the Land is issued (the "ROFR Termination Date"). Upon the ROFR Termination Date, this Paragraph shall terminate and be of no further force or effect (except as to any violations of this Paragraph by BUYER before such date). Until the ROFR Termination Date, BUYER agrees for itself and its successors and assigns that if it receives a bona fide executed purchase and sale agreement for the purchase of the Land which BUYER intends to accept or BUYER intends to make an Offer (an "Offer"), BUYER shall provide SELLER with notice of such Offer and a copy of such executed agreement and SELLER shall have a period of ten (10) days from receipt of such Offer in which to notify BUYER (a "Repurchase Notice") whether SELLER will repurchase the land at the Repurchase Price (as hereinafter defined) and otherwise in accordance with the provisions of this Paragraph. If any Offer includes other lands in addition to the Land, then the Offer shall separately state the price applicable to the Land and the price applicable to the other lands, and such price for the Land shall be a reasonable allocation of the total price of set forth in such Offer taking into consideration the land subject to such Offer. As used herein, the "Repurchase Price" shall be a price equal to the lower of (i) the price set forth in the Offer, or (ii) the price paid by BUYER to SELLER for the Land. BUYER may not sell less than all of the Land without SELLER'S prior written consent. Further, BUYER agrees that in no event shall BUYER enter into any agreement to sell the Land to a purchaser without first obtaining such purchaser's written agreement, in favor of SELLER, to be bound by the provisions of this Agreement which survive Closing or termination of this Agreement. If requested by BUYER, SELLER shall agree to enter into a commercially reasonable subordination of its rights under this paragraph in favor of any institutional lender providing financing to BUYER for the Land. If SELLER shall elect to

purchase the Land pursuant to this Paragraph, the terms and conditions of such purchase shall be as follows: (i) the purchase price of such sale shall be the Repurchase Price; the closing date shall be sixty (60) days from the date of the Repurchase Notice, or such earlier date elected by SELLER on at least ten (10) days' notice to BUYER; BUYER shall convey to SELLER a good and marketable title to the Land by Special Warranty Deed. SELLER shall have thirty (30) days prior to Closing to examine the title of the Land. The parties agree that if the title is such as would permit a nationally-recognized title insurance company mutually agreeable to both parties to insure the title consistent with its underwriting standards, on standard forms, for its usual fee, and subject to exceptions for the items set forth in this Agreement, then said title shall be conclusively presumed to be good and marketable as to all matters covered by said policy and not excepted from it. The title search, title policy, and any title insurance premium shall be at SELLER's sole expense. Real estate taxes and assessments shall be prorated at closing consistent with the requirements of Paragraph 5 above. The terms of this Paragraph 14 shall survive Closing and be reflected in the Memorandum of Agreement.

15. **GOVERNING LAW.** This Agreement, and any ancillary agreements, shall be governed by and enforced in accordance with the laws of the State of Florida.

16. **ENTIRE AGREEMENT.** This Agreement sets forth the entire agreement between SELLER and BUYER with respect to the purchase and sale of the Land, including all prior communications, whether in person, in writing, or via SELLER's website or otherwise, and the terms of this Agreement may be amended only in writing and signed by both SELLER and BUYER.

17. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

18. **NOTICES.** Notices required or permitted by this Agreement shall be given to BUYER at:

County Manager
Nassau County, Florida
96135 Nassau Place, Suite 1
Yulee, Florida 32097

with a copy to:

County Attorney
Nassau County, Florida
96135 Nassau Place, Suite 6
Yulee, Florida 32097

and to SELLER at:

Wildlight LLC
Attn: Wes Hinton
1 Rayonier Way
Wildlight, Florida 32097

with a copy to:

Rayonier, Inc.

Attn: John Campbell, Law Department
1 Rayonier Way
Wildlight, Florida 32097

Any notice or demand which must or may be given under this Agreement or by law shall be in writing or by electronic facsimile or mail and shall be deemed to have been given when delivered either by verified electronic facsimile or mail, personal delivery, by means of an overnight courier delivery service (such as Federal Express) or by certified mail, return receipt requested, full postage prepaid, addressed to the respective parties at the addresses stated herein. The foregoing addresses may be changed by the giving of a written notice as provided in this paragraph.

19. **TIME OF ESSENCE.** Time shall be of the essence in this Agreement. If any date for performance of any obligation under this Agreement shall fall on a weekend or national holiday, then the date for performance shall be extended to the next date that is not a weekend or national holiday. Notwithstanding anything to the contrary set forth in this Agreement, SELLER shall not be obligated to close on the Land under this Agreement at any time during the last fifteen (15) business days of December (the "**Blackout Period**"). Any Closing which would otherwise occur during the Blackout Period shall occur on the third (3rd) business day after the Blackout Period.

20. **NO ASSIGNMENT.** The rights of BUYER hereunder may not be assigned by BUYER without the express written consent of SELLER, and any attempt to do so shall be void.

21. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of SELLER and BUYER, when executed by both SELLER and BUYER. The term "BUYER" shall include any permissible assignee of BUYER.

22. **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 exact 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 terms and provisions of this Agreement.

23. **JOINT AND SEVERAL OBLIGATIONS.** If there is more than one BUYER, the agreements, obligations and representations herein shall be jointly and severally binding on each BUYER.

24. **DISCLAIMER.** 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 LAND, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY RELATING TO THE CONDITION OF THE LAND, ITS SUITABILITY FOR BUYER'S PURPOSES OR THE STATUS OF THE LAND UNDER LOCALLY APPLICABLE LAW. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THE LAND IS TO BE CONVEYED BY SELLER AND ACCEPTED BY BUYER "AS IS, WHERE IS" AS OF THE TIME OF CLOSING.

25. **EXHIBITS AND INCORPORATED PROVISIONS.** This Agreement includes and incorporates the following additional documents, which are incorporated herein by this reference:

EXHIBIT "A"	Legal Description or Depiction of the Land
EXHIBIT "B"	Form of the Deed
EXHIBIT "C"	Form of the FIRPTA
EXHIBIT "D"	Form of the Authority Affidavit
EXHIBIT "E"	Form of the Owner's Affidavit
EXHIBIT "F"	Form of the Memorandum of Agreement

26. **EFFECTIVE DATE.** When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the date upon which both BUYER and SELLER have executed this Agreement.

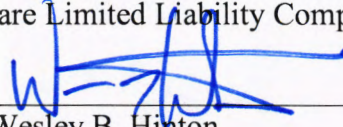
27. **SURVIVING PROVISIONS.** The provisions of Paragraphs 2, 8(c), 9, 10, 13, 14, 24, 27, and other obligations of the parties not actually carried out by the time of Closing and noted on the closing statement or other agreement executed by the parties at Closing, shall survive the Closing and not be merged into the Deed of conveyance. All other provisions of this Agreement shall be merged into the delivery of the Deed of conveyance and shall not survive Closing.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:


Wildlight LLC,
a Delaware Limited Liability Company

Sign:  _____

Print: Wesley B. Hinton

Its: Vice President

Date: 5/8/2024 _____



WITNESS

BUYER:

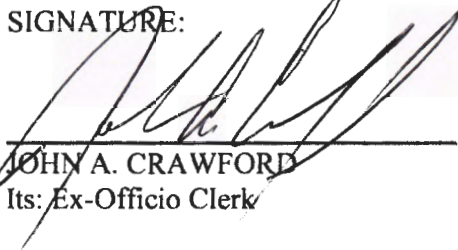
**BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA**



JOHN MARTIN
Its: Chairman

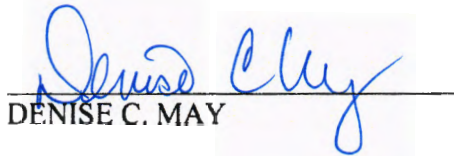
Date: 6-10-24

**ATTEST AS TO CHAIRMAN'S
SIGNATURE:**



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

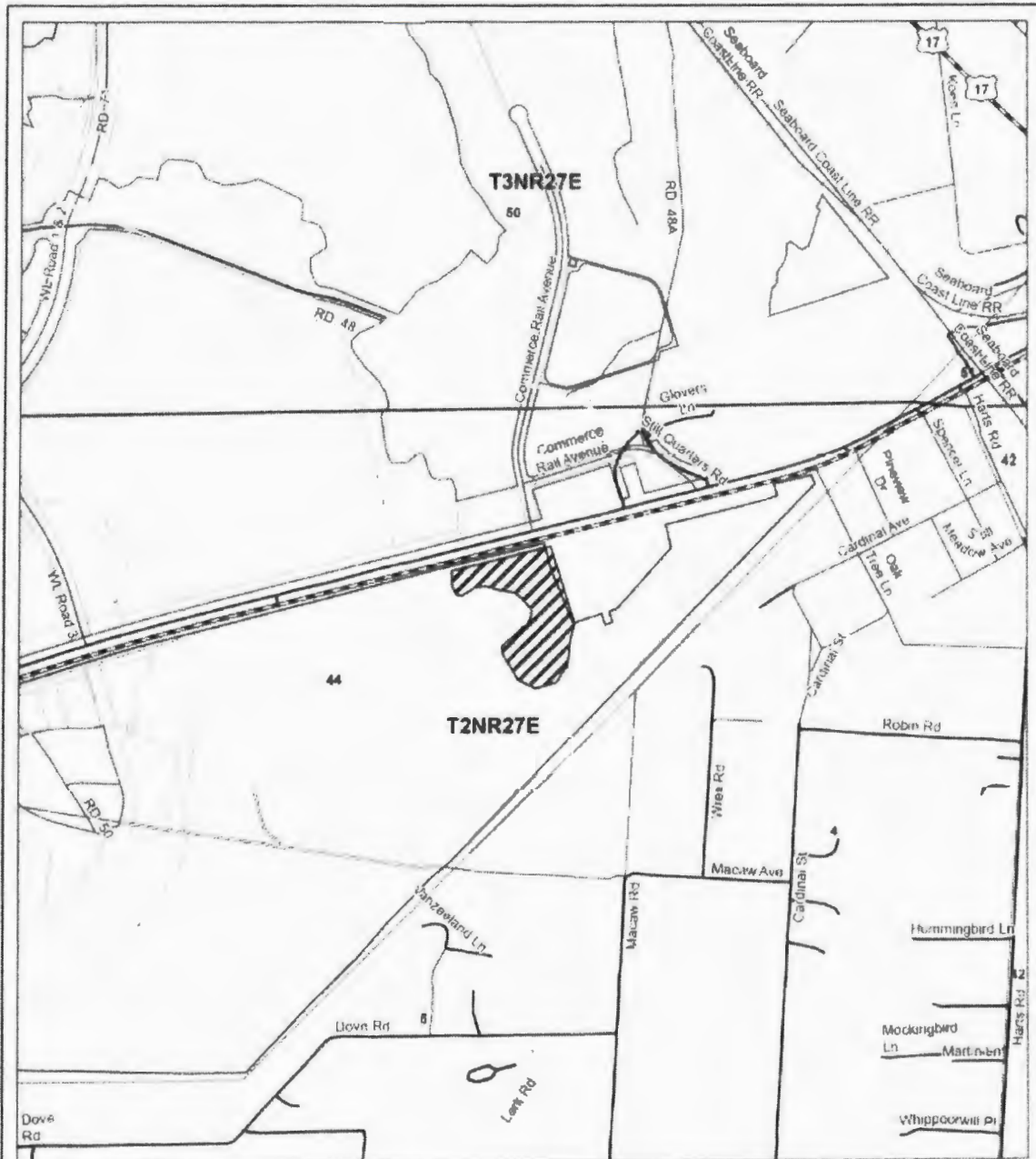
Approved as to form by the
Nassau County Attorney



DENISE C. MAY

[Exhibit follows below]

EXHIBIT A
TO PURCHASE AND SALE AGREEMENT
 (Description or Depiction of the Land)



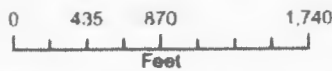
Compartment #'s

011033

 Sale Area

Nassau County, FL

No warranty or guarantee, either expressed or implied, concerning the property depicted on this map is made by the seller. The information contained on this map is believed to be accurate but is being furnished for informational purposes only and is not to be relied by others and should be verified.



4/26/2024

EXHIBIT B
TO PURCHASE AND SALE AGREEMENT

PREPARED BY:

JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FL 32097

RETURN TO:

ANDREA F. LENNON, P.A.
FL1721
3391 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FL 32034

STATE OF FLORIDA
COUNTY OF NASSAU

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made by **WILDLIGHT LLC**, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is 96135 Nassau Place, Suite 1, Yulee, Florida 32097 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at **EXHIBIT "A"** attached hereto and by reference made a part hereof (the "Property").

A PORTION OF TAX PARCEL ID NO: _____

THIS CONVEYANCE IS SUBJECT TO those matters referenced on **EXHIBIT “B”** attached hereto and by reference made a part hereof (“Permitted Exceptions”).

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

TO HAVE AND TO HOLD the same in fee simple forever.

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

PROVIDED HOWEVER, for a period of 20 years beginning on the date that this Deed is recorded in the public records and ending on the twentieth anniversary of such date, Grantee agrees that (i) the Property may only be used for the development of and use as a Government Facility; and (ii) the Property may not be used for any of the prohibited uses set forth on **EXHIBIT “C”** to this Deed (the “Prohibited Uses”). The term “Government Facility” means a facility that, subject to the restrictions set forth in the Prohibited Uses, is used for Nassau County’s government functions and purposes including related ancillary or complementary uses. For the avoidance of doubt, Grantee may lease or license all or part of the Property and all or part of any improvements to the Property to any person or entity so long as such person or entity’s use of the Property and improvements is consistent with the definition of Government Facility.

[SIGNATURE PAGES, NOTARY BLOCKS, AND EXHIBIT A TO BE ADDED TO DOCUMENT TO BE EXECUTED BY THE PARTIES AT THE CLOSING]

EXHIBIT "B"
TO SPECIAL WARRANTY DEED

PERMITTED EXCEPTIONS

(a) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;

(b) Taxes and assessments for the current year and subsequent years which are not yet due and payable;

(c) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;

(d) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;

(e) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;

(f) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;

(g) All matters of record, outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;

(h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;

(i) Lack of access;

(j) All matters of public record;

(k) All easements, rights of way, reservations of record, covenants, restrictions and all other matters of record, none of which are reimposed by this reference; and

(l) Those certain title defects or exceptions waived or accepted by Grantee as contained in that certain Title Commitment to Grantee under _____, effectively dated _____, as _____ may _____ be _____ revised.

EXHIBIT "C"
TO SPECIAL WARRANTY DEED

PROHIBITED USES

The following uses and facilities shall not be allowed on the Property: any unlawful purpose or any use which would constitute a legal nuisance; laundromats or dry cleaning establishments; cinema or theater; skating rink; roller rink; bowling alley; discotheque; dance hall; nightclub; blood bank; adult entertainment facility; massage parlor; adult book store or other store selling adult materials; adult theater; adult amusement facility; any facility selling or displaying pornographic materials or having such displays; flea market; pawn shops, thrift stores or other second hand stores, salvation army and other "goodwill" type stores or similar facilities; any facility engaging in the sale of consignment merchandise; odd lot, close out or liquidation store; auction house; any industrial use (including, without limitation, any manufacturing or processing or other manufacturing use); any mining or mineral exploration; any beauty school, barber college, massage school or other similar job training facility; a so-called "head shop" or facility for the sale of paraphernalia for use with illicit drugs; any facility selling or otherwise distributing marijuana (whether or not legal under applicable laws) or any illicit or illegal drugs; any growing or production of marijuana or other illicit or illegal drugs or derivatives thereof; any facility selling or distributing illegal drugs; funeral parlor or funeral home; any morgue; cemetery; bingo parlor; cafeteria; sale, rental, lease, storage or repair of automobiles, boats, trucks, other motorized vehicles, or trailers; billboard; carnival; amusement park or circus; off track betting establishment; poker room, sweepstakes facility, internet café or other gambling or gaming establishment; sanitariums, nursing homes, convalescent homes, rest homes, assisted living facilities, group homes, or housing for elderly, sick or orphans; drug or other treatment facilities; union halls; private clubs; radio or television repair; tattoo parlors; transportation terminals; package store or drive-in facility for sale of alcoholic beverages including liquor, beer or wine for off-premises consumption; pest control facility; carpenter or cabinet shops; shooting galleries; arenas; auditoriums; convention centers; driving ranges and similar uses; personal property storage establishments; mobile home park, trailer court, labor camp, junkyard or stockyard; dumping, disposing, incineration or reduction of garbage (exclusive of dumpsters for the temporary storage of garbage and any garbage compactors, in each case which are regularly emptied so as to minimize offensive odors and located in the rear of any building); fire sale, liquidation sale, bankruptcy or similar sale (unless pursuant to a court order); auction house; gas station; sale of gasoline or fuel; car wash facility; body shop; bingo parlor; cafeteria; poker room; internet café; church; temple, synagogue, mosque or other house of worship; or auditorium.

The Property shall not be used for operation of a grocery supermarket, which for the purposes hereof shall include grocery supermarket operations such as Earth Fare, Fresh Market, Harris Teeter, Safeway, Winn-Dixie, Harveys, Trader Joe's, Food Lion, Also, Bi-Lo, Kroger, Lucky's Market, Sprouts Farmer's Market, Whole Foods, Lidl, TJ's; and grocery supermarkets operated by general merchandise retailers such as Walmart Supercenter and Target, or any other similar national or regional grocery supermarket.

The Property shall not be used as a medical facility for humans, including, without limitation, a hospital, medical clinic, medical office, dental clinic, dental office, for diagnostic services, medical testing services, clinical laboratory services, or fertility and childbirth services. For the avoidance of doubt, this restriction does not limit the use of the Property for medical, veterinarian, surgical, diagnostic, or any related services for animals.

Grantor shall have the right but not the obligation to waive any of the Prohibited Uses, in Grantor's sole and absolute discretion.

EXHIBIT C
TO PURCHASE AND SALE AGREEMENT

STATE OF FLORIDA
COUNTY OF NASSAU

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **WILDLIGHT LLC**, a Delaware limited liability company (Wildlight), the undersigned hereby certifies the following:

1. Wildlight is a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
2. Rayonier TRS Holdings Inc., a Delaware corporation (“Rayonier”) is the owner of Wildlight;
3. Rayonier is not a disregarded entity as defined in § 1.1445-2(b)(2)(iii);
4. Rayonier is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
5. Rayonier’s U.S. employer identification number is: 20-0392883; and
6. Rayonier’s office address is: 1 Rayonier Way, Wildlight, Florida 32097.

Rayonier understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification, and to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Rayonier.

Dated: _____

John R. Campbell
Assistant Secretary
Rayonier TRS Holdings Inc.

EXHIBIT D
TO PURCHASE AND SALE AGREEMENT

STATE OF FLORIDA
COUNTY OF NASSAU

AFFIDAVIT

BEFORE ME, the undersigned, a Notary Public in and for the State of Florida, personally appeared, Crystal Cook, Assistant Secretary of Wildlight LLC, a Delaware limited liability company (“Wildlight”), who being first duly sworn, deposes and says that:

1. I am aware of and familiar with the contents of any and all articles of organization/incorporation, operating agreements and bylaws of Wildlight.
2. Wildlight is a Delaware limited liability company and is authorized to do business in Florida. Wildlight has not been terminated or dissolved and no proceedings to terminate or dissolve Wildlight has been initiated, nor have bankruptcy proceedings been commenced as to Wildlight.
3. John R. Campbell, Michael Hahaj, and Wesley B. Hinton, each a Vice President of Wildlight, are each authorized to perform all acts as shall be required to sell the real property of Wildlight located in Nassau County, Florida, as more particularly described upon **EXHIBIT “A”** attached hereto and by reference made a part hereof (“Property”), and to execute on behalf of Wildlight such documentation as may be required to transfer the Property.
4. The undersigned acknowledges that this Affidavit is being furnished with the intention and expectation that the buyer of the Property and any title company insuring such conveyance and may be relied upon in connection with the Property owned by Wildlight.

CRYSTAL COOK

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this ____ day of _____, 2024, by Crystal Cook, who is personally known to me or who has produced _____ as identification.

(Print Name _____)
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____

EXHIBIT E
TO PURCHASE AND SALE AGREEMENT

STATE OF FLORIDA
COUNTY OF NASSAU

LIEN AND POSSESSION AFFIDAVIT

BEFORE ME came in person, the undersigned affiant (“Affiant”), Vice President of **WILDLIGHT LLC**, a Delaware limited liability company (“Owner”), who, having been duly sworn and placed on oath, deposed and said as follows:

1. The facts recited herein are based on the Affiant’s best knowledge and belief.
2. Owner holds a fee estate, encumbered by easement(s), reservation(s), grant(s) or lease(s) of record, in and to that parcel of land lying and being in Nassau County, Florida, as more particularly described on **EXHIBIT “A”** attached hereto and by reference made a part hereof (“Property”). Owner is in possession of the Property and no other parties have any claim to possession of the Property.
3. No improvements or repairs have been made on the Property by or at the instance of Owner during the three (3) months immediately preceding this date and Owner has no outstanding bills incurred for labor or materials used in making improvements or repairs on the Property or for services of architects, surveyors or engineers incurred in connection therewith, other than those services as have arisen under or by reason of the transaction to which this Affidavit relates and as will be discharged at closing or assumed by **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida (“Buyer”).
4. There are no outstanding oral or written contracts, mortgages, claims, liens, special assessments, financing statements, leases or permits entered into by or on behalf of the Owner and relating to the Property which would survive the conveyance of the Property to Buyer and encumber the title Buyer receives, other than as appear of record upon the date hereof.
5. This Affidavit is made with the knowledge that the same may be used in connection with securing an owner's title insurance policy for Buyer.

AFFIANT: _____
John R. Campbell

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this _____ day of _____, 2024, by John R. Campbell, who is personally known to me.

Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

[EXHIBIT A TO BE ADDED TO DOCUMENT TO BE EXECUTED BY THE PARTIES AT
THE CLOSING]

EXHIBIT F
TO PURCHASE AND SALE AGREEMENT

MEMORANDUM OF AGREEMENT

PREPARED BY:
JOHN R. CAMPBELL, ESQ.
RAYONIER INC.
1 RAYONIER WAY
WILDLIGHT, FL 32097

RETURN TO:
ANDREA F. LENNON, P.A.
FL1721
3391 SOUTH FLETCHER AVENUE
FERNANDINA BEACH, FL 32034

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is dated as of the ____ day of _____, 2024 (the “Effective Date”), by and between **WILDLIGHT LLC**, a Delaware limited liability company, its successors and assigns (“Seller”), whose address is 1 Rayonier Way, Wildlight, Florida 32097, and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the state of Florida, whose address is _____ (“Buyer”).

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Purchase and Sale Agreement dated _____, as amended and may be amended (collectively, “Purchase Agreement”) which provides for the terms and conditions for the sale and purchase of the land described on the attached **Exhibit “A”** (the “Property”).

WHEREAS, Seller and Buyer desire to enter into this Memorandum of Agreement (which is to be recorded in the public records of Nassau County, Florida) in order to place the public on notice of inquiry of the specific provisions, terms, conditions and covenants of the Purchase Agreement concerning the Property.

NOW, THEREFORE, this Memorandum of Agreement shall place the public on notice of inquiry as to the specific provisions, terms, conditions and covenants of the Purchase Agreement, all of which are incorporated herein by this reference with the same force and effect as if fully set forth herein. Any terms not defined herein shall have the meanings as set forth in the Purchase Agreement. These provisions, terms and conditions include, without limitation, Buyer’s grant to Seller of a right of first refusal until the earlier of (a) the five (5) year anniversary of the recording of the deed conveying the Property to Buyer, or (b) the date that Nassau County, Florida issues a building permit for the construction of a Government Facility (defined in the Purchase Agreement) on the Property.

This Memorandum of Agreement and Buyer’s obligations under the Purchase Agreement as to the Property shall run with title to the land and be binding upon the Buyer, its successors and assigns, and all parties having or acquiring any right, title or interest in the Property or any part

thereof. A copy of the Purchase Agreement shall be maintained at the offices of each of the Buyer and Seller, at the address first stated herein, for inspection during normal business hours of such office. This Memorandum of Agreement may be terminated in whole or in part with respect to the Property by a written instrument executed by Seller, or its successors or assigns, which shall be recorded in the public records of Nassau County, Florida. In the event of any inconsistency between this Memorandum of Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[SIGNATURE BLOCKS, NOTARY BLOCKS, AND EXHIBIT "A" TO BE ADDED TO DOCUMENT TO BE EXECUTED BY THE PARTIES AT THE CLOSING]