

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 consisting of approximately 0.88 acres of land, more or less, located in Nassau County, Florida, as more particularly described on **EXHIBIT A** attached hereto and incorporated herein (the “Land”).

WITNESSETH

WHEREAS, SELLER is the owner of the Land; and

WHEREAS, subject to the terms and conditions hereof, SELLER desires to sell the Land to BUYER, and BUYER desires to purchase the Land from SELLER.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **PURCHASE PRICE:** **\$87,200.00**

PAYMENT:

- (a) Earnest Money Deposit: **\$0.00**
(which shall be paid by certified or cashier’s check and delivered and made payable to SELLER 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: **\$87,200.00**
(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 to BUYER using the form attached as **EXHIBIT B** and subject to current taxes, to be paid by SELLER, any other provision referred to in this Agreement, 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.

(a) **SURVEY.** BUYER is in possession a prior survey made by a registered Florida surveyor, L.D. Bradley Land Surveyors, and dated December 19, 2022, which depicts the Land and is attached hereto and incorporated herein as **EXHIBIT C** (“Survey”). The parties agree to use the Survey and the accompanying legal description to identify the Land for the purposes of this Agreement and the SPECIAL WARRANTY DEED.

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 SPECIAL WARRANTY DEED (as noted in Paragraph 2), subject to the matters previously herein stated and terms herein at closing ("Closing"). 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 Closing date, which date shall be seven (7) business days after BUYER provides written notice to SELLER that it is prepared to close, unless the parties mutually agree to an earlier date (the "Closing Date"). Notwithstanding the foregoing, the Closing Date shall be no earlier than August 16, 2024, and no later than September 30, 2024, which date shall be the outside Closing Date ("Outside Closing Date"). If the Closing does not occur on or before the Outside Closing Date, then this Agreement shall automatically terminate and neither party shall have any obligations or liabilities to the other party except for those obligations and liabilities that expressly survive termination.

(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 within three (3) business days after receipt of the title search. Any defects that BUYER does not timely address with SELLER in writing prior to Closing 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, and returning to SELLER any title evidence, surveys or other similar documents received from SELLER and BUYER's copy of this Agreement; 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 be cleared prior to the Closing Date shall be listed as

permitted exceptions to title on the SPECIAL WARRANTY 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 F. Lennon, PA 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"):

- i. SPECIAL WARRANTY DEED in the form attached as **EXHIBIT B**;
- ii. 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 as **EXHIBIT D**;
- iii. An original executed Closing Statement;
- iv. An affidavit from SELLER identifying the individual(s) with authority to sign the SPECIAL WARRANTY DEED and other Closing Documents in the form attached as **EXHIBIT E**;
- v. An owner's affidavit from SELLER in the form attached as **EXHIBIT F**;
- vi. A no-change affidavit from SELLER in a form sufficient for the title insurance company to accept the prior Survey; and
- vii. All other documents reasonably necessary or otherwise required by the Closing Agent or title insurance company to consummate the transaction contemplated by this Agreement.

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

8. **POSSESSION/INSPECTION**.

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

(b) **It is understood and agreed that BUYER accepts the Land "AS IS" "WHERE IS" and "WITH ALL FAULTS", without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability, or any other warranty, express or implied, except as specifically provided in this Agreement or in the documents provided at Closing. SELLER specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Land, except as otherwise provided in this Agreement. This specifically includes but is not limited to (i) the present or future physical conditions or suitability of the Land; (ii) the availability**

of roadway access, water, sewer, or electrical, gas or other utility services; (iii) the location of the Land or any portion thereof within any flood plain, evacuation zone, flood-prone area, or watershed; or (iv) applicable federal, state or local land use restrictions, regulations or covenants. BUYER acknowledges that BUYER is acquiring the Land based solely upon BUYER's own independent investigation and findings concerning the Land.

The provisions of this Paragraph 8(b) shall survive Closing or 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; and

(f) This Agreement is being executed in lieu of eminent domain, and absent this Agreement, the BUYER otherwise has the power to take the required land through eminent domain pursuant to Chapters 73 and 74 of the Florida Statutes.

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; and

(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 an appropriate certificate or affirmation of SELLER's authority to effectuate the terms of this Agreement.

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

15. **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.

16. **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.

17. **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 mail and shall be deemed to have been given when delivered either by verified electronic 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.

18. **TIME OF ESSENCE.** Time shall be of the essence in this Agreement.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

<u>EXHIBIT A</u>	Legal Description of the Land
<u>EXHIBIT B</u>	Form of the Special Warranty Deed
<u>EXHIBIT C</u>	Survey of the Land by L.D. Bradley Land Surveyors, dated December 19, 2022
<u>EXHIBIT D</u>	Form of the FIRPTA
<u>EXHIBIT E</u>	Form of the Authority Affidavit
<u>EXHIBIT F</u>	Form of the Owner's Affidavit

25. **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.

26. **SURVIVING PROVISIONS**. The provisions of Paragraphs 8(b), 9, 10, 13, 23, 26, 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 deeds of conveyance and shall not survive Closing.

[Remainder of page intentionally blank.]

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

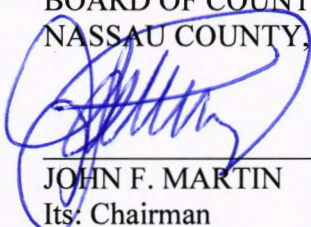
SELLER:

Wildlight LLC,
a Delaware Limited Liability Company

Sign: Wes Hinton
Print: Wesley B. Hinton
Its: Vice President
Date: 8/6/2024

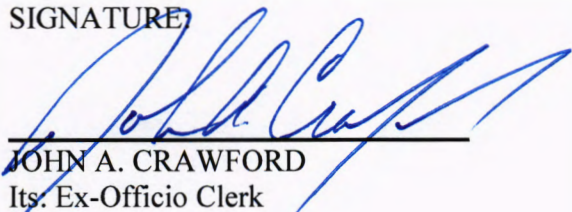
BUYER:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



JOHN F. MARTIN
Its: Chairman
Date: 8-12-24

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 *EM*

DENISE C. MAY

[Exhibits follow below]

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

Chester Road Additional Right of Way:

A parcel of land, being a portion of Section 37 and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Westerly Right of Way line of Chester Road (80 foot Right of Way) with the Northerly Right of Way of Pages Dairy Road / S.R. 200A (100 foot Right of Way); thence on said Northerly Right of Way line of Pages Dairy Road, N 63°45'37" W, a distance of 52.44 feet; thence departing said Northerly Right of Way line, N 08°41'14" E, a distance of 730.97 feet; thence N 07°43'19" E, a distance of 28.37 feet; thence S 82°16'41" E, a distance of 50.00 feet to a point on the aforesaid Westerly Right of Way line of Chester Road; thence on said Westerly Right of Way line for the next 2 courses, S 07°43'19" W, a distance of 28.79 feet; thence S 08°41'14" W, a distance of 747.21 feet to the Point of Beginning.

EXHIBIT B TO PURCHASE AND SALE AGREEMENT

(Form of the Special Warranty Deed)

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 this ____ day of _____, 2024 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).

WITNESSETH:

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: 51-3N-27-0000-0001-0290

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.

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

EXHIBIT A TO SPECIAL WARRANTY DEED

Chester Road Additional Right of Way:

A parcel of land, being a portion of Section 37 and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Westerly Right of Way line of Chester Road (80 foot Right of Way) with the Northerly Right of Way of Pages Dairy Road / S.R. 200A (100 foot Right of Way); thence on said Northerly Right of Way line of Pages Dairy Road, N 63°45'37" W, a distance of 52.44 feet; thence departing said Northerly Right of Way line, N 08°41'14" E, a distance of 730.97 feet; thence N 07°43'19" E, a distance of 28.37 feet; thence S 82°16'41" E, a distance of 50.00 feet to a point on the aforesaid Westerly Right of Way line of Chester Road; thence on said Westerly Right of Way line for the next 2 courses, S 07°43'19" W, a distance of 28.79 feet; thence S 08°41'14" W, a distance of 747.21 feet to the Point of Beginning.

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 PURCHASE AND SALE AGREEMENT

(Survey)

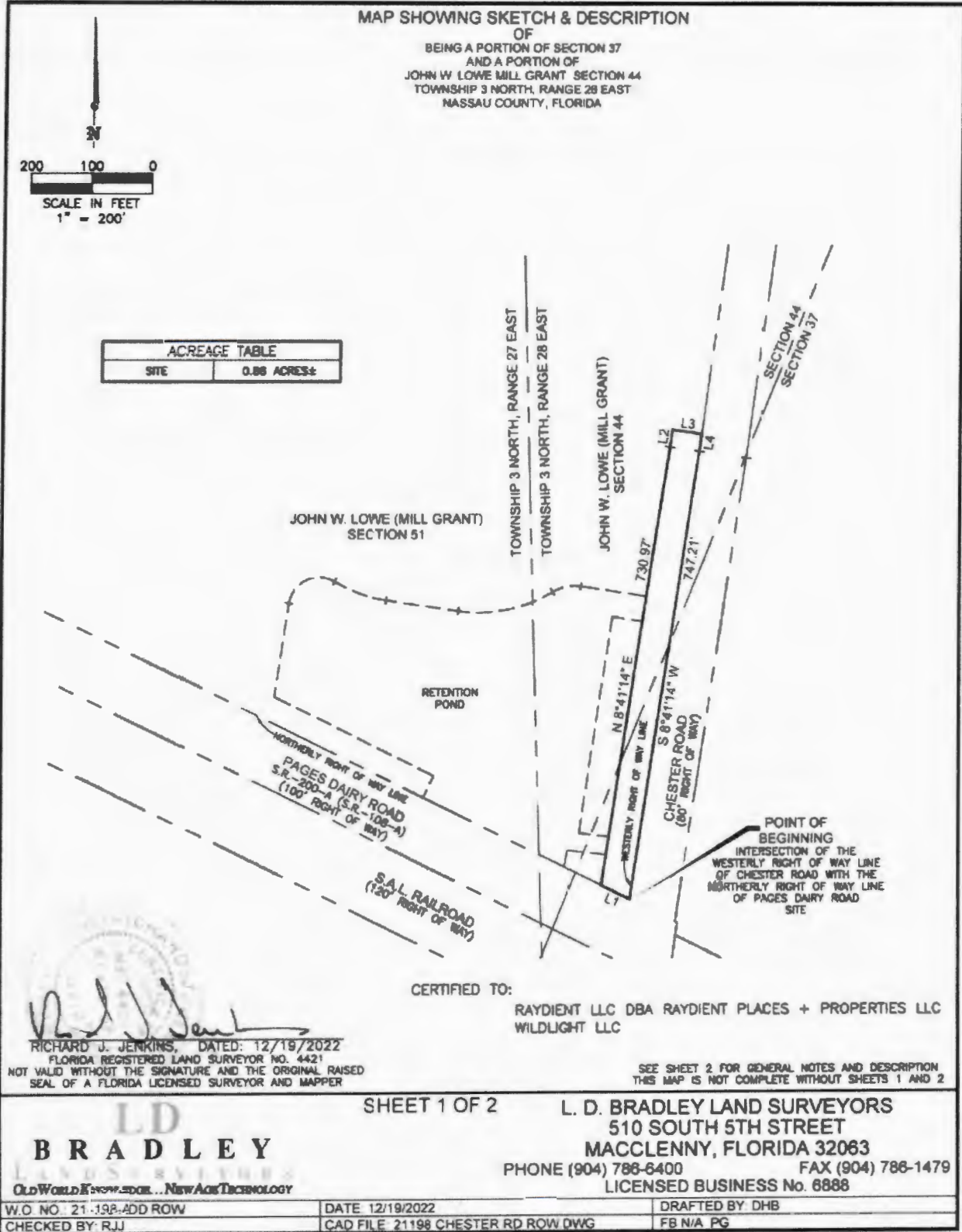


EXHIBIT D TO PURCHASE AND SALE AGREEMENT
(Form of the FIRPTA)

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 E TO PURCHASE AND SALE AGREEMENT
(Form of the Authority Affidavit)

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 F TO PURCHASE AND SALE AGREEMENT

(Form of the Owner’s Affidavit)

**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

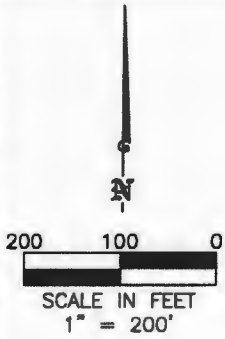
SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this _____ day of _____, 2024, by John R. Campbell, who is personally known to me.

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

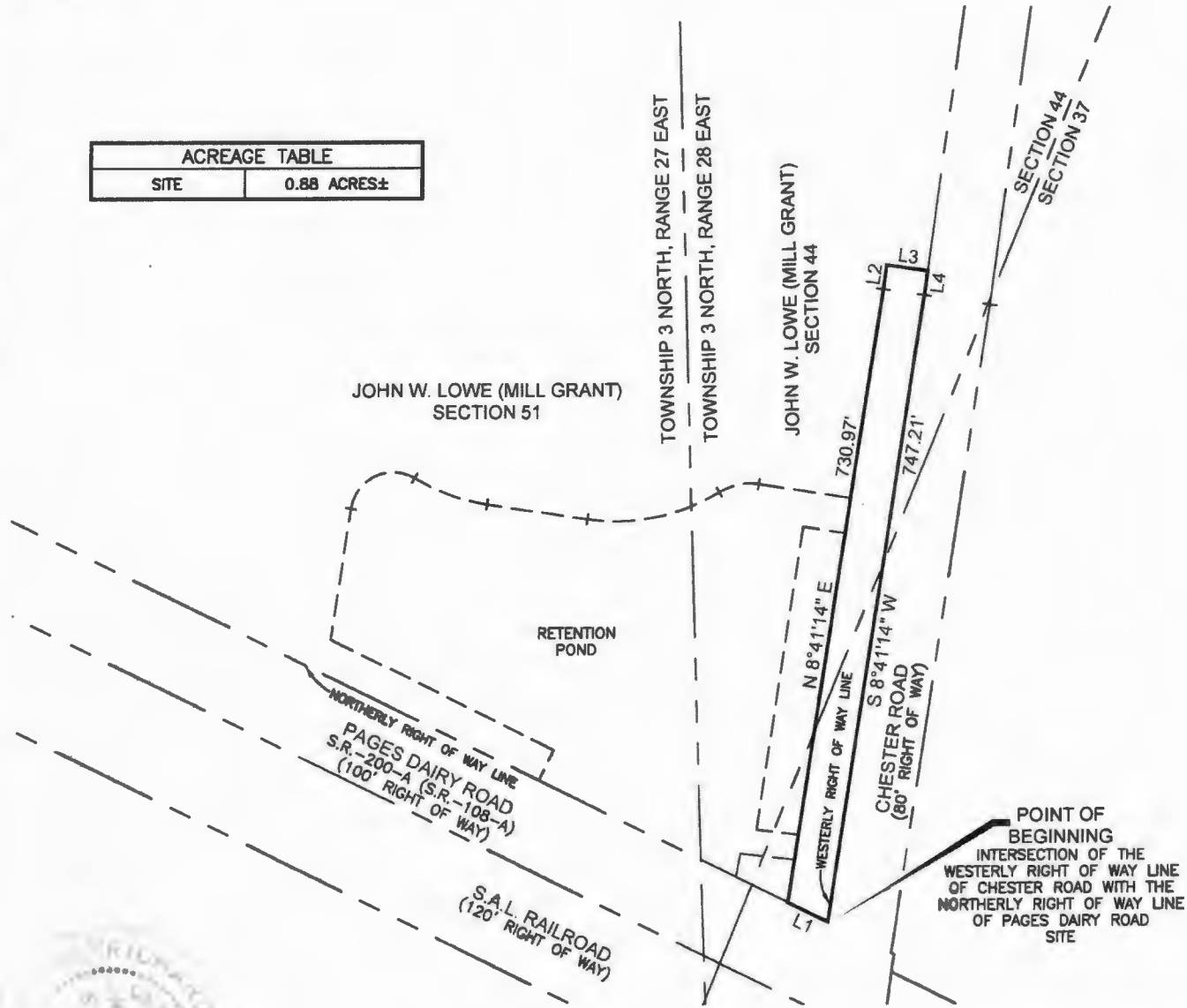
[EXHIBIT A TO BE ADDED TO DOCUMENT TO BE EXECUTED BY THE PARTIES AT THE CLOSING]

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF SECTION 37
AND A PORTION OF
JOHN W. LOWE MILL GRANT, SECTION 44
TOWNSHIP 3 NORTH, RANGE 28 EAST
NASSAU COUNTY, FLORIDA



ACREAGE TABLE	
SITE	0.88 ACRES±



CERTIFIED TO:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC
WILDLIGHT LLC

RICHARD J. JENKINS, DATED: 12/19/2022

FLORIDA REGISTERED LAND SURVEYOR NO. 4421

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SEE SHEET 2 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 1 OF 2

L. D. BRADLEY LAND SURVEYORS

BRADLEY

510 SOUTH 5TH STREET

MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400

FAX (904) 786-1479

LICENSED BUSINESS No. 6888

W.O. NO.: 21-198-ADD ROW

DATE: 12/19/2022

DRAFTED BY: DHB

CHECKED BY: RJJ

CAD FILE: 21198 CHESTER RD ROW.DWG

FB N/A PG

LD
LAND SURVEYORS
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

MAP SHOWING SKETCH & DESCRIPTION

OF
BEING A PORTION OF SECTION 37
AND A PORTION OF
JOHN W. LOWE MILL GRANT, SECTION 44
TOWNSHIP 3 NORTH, RANGE 28 EAST
NASSAU COUNTY, FLORIDA

Chester Road Additional Right of Way:

A parcel of land, being a portion of Section 37 and being a portion of the John W. Lowe Mill Grant, Section 44, Township 3 North, Range 28 East, Nassau County, Florida, and being more particularly described as follows:

Begin at the intersection of the Westerly Right of Way line of Chester Road (80 foot Right of Way) with the Northerly Right of Way of Pages Dairy Road / S.R. 200A (100 foot Right of Way); thence on said Northerly Right of Way line of Pages Dairy Road, N 63°45'37" W, a distance of 52.44 feet; thence departing said Northerly Right of Way line, N 08°41'14" E, a distance of 730.97 feet; thence N 07°43'19" E, a distance of 28.37 feet; thence S 82°16'41" E, a distance of 50.00 feet to a point on the aforesaid Westerly Right of Way line of Chester Road; thence on said Westerly Right of Way line for the next 2 courses, S 07°43'19" W, a distance of 28.79 feet; thence S 08°41'14" W, a distance of 747.21 feet to the Point of Beginning.

LINE TABLE		
LINE #	BEARING	LENGTH
L1	N 63°45'37" W	52.44'
L2	N 7°43'19" E	28.37'
L3	S 82°16'41" E	50.00'
L4	S 7°43'19" W	28.79'

ACREAGE TABLE	
SITE	ACREAGE
	0.88 ACRES±

CERTIFIED TO:

RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC
WILDLIGHT LLC

SURVEYORS NOTES:

- 1.) THIS IS NOT A BOUNDARY SURVEY.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION, FINANCIAL PROJECT NO. 426031-2-22-01, STATE ROAD 200A/CHESTER ROAD, DATABASE NO. 7460001, DATED: 10/09/14, THE BEARING BASE BEING THE WESTERLY RIGHT OF WAY LINE OF CHESTER ROAD, SAID LINE HAVING A GRID BEARING OF S 08°41'14" W.
- 4.) SOURCES OF INFORMATION:
* BOUNDARY SURVEY BY THIS FIRM, W.O. NO.: 16-140, DATED 08/11/2016

SEE SHEET 2 FOR GENERAL NOTES AND DESCRIPTION
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 AND 2

SHEET 2 OF 2

L. D. BRADLEY LAND SURVEYORS
510 SOUTH 5TH STREET
MACCLENNY, FLORIDA 32063

PHONE (904) 786-6400 FAX (904) 786-1479
LICENSED BUSINESS No. 6888

B R A D L E Y

OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

W.O. NO.: 21-198-ADD ROW	DATE: 12/19/2022	DRAFTED BY: DHB
CHECKED BY: RJJ	CAD FILE: 21198 CHESTER RD ROW.DWG	FB N/A PG