

Exhibit “A”

“Description of LAND”

PLEASE SEE ATTACHED – TWO (2) PAGES.

Exhibit "B"
[Form of Deed]

PREPARED BY:
JOHN R. CAMPBELL, ESQ.
RAYONIER INC. – LAW DEPT.
1 RAYONIER WAY
WILDLIGHT, FLORIDA 32097

RETURN TO:

STATE OF TEXAS)

COUNTY OF LIBERTY)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

SPECIAL WARRANTY DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company (f/k/a TerraPointe LLC, a Delaware limited liability company d/b/a TerraPointe Texas Holdings LLC prior to name change effective October 2, 2017) with an office located at 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), acting by and through its duly authorized officers, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid by **XX**, whose address is %% (_____, “Grantee”), the receipt and sufficiency of which are hereby acknowledged, by these presents has, subject to the Permitted Exceptions hereinafter specified, granted, sold and conveyed and by these presents does, subject to the Permitted Exceptions, hereinafter specified, grant, sell and convey unto Grantee the surface estate only in and to the following described real property (the “Property”).

All of those certain tracts or parcels or land situated in Liberty County, Texas, as described in **EXHIBIT “A”** attached hereto and made a part hereof, together with:

- (i) all buildings thereon (to the extent owned by Grantor);
- (ii) all roads, bridges and other improvements thereon (to the extent owned by Grantor);

- (iii) all water rights related thereto;
- (iv) any and all strips and gores, if any; and
- (v) any other privileges, easements and other access rights appertaining thereto, including easements and development entitlements, if any, of Grantor.

Such items (i) through (v) being sometimes separately referred to as “Ancillary Rights”. Grantor further grants and conveys, without any warranty whatsoever, to Grantee all of Grantor’s right, title and interest in and to any oil, gas, associated hydrocarbons, minerals and mineral substances, including sand, clay and gravel, owned by Grantor, if any, lying in, on or under, the Property (“Minerals”).

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

THIS CONVEYANCE IS FURTHER SUBJECT TO the restrictive covenants set forth on **EXHIBIT “C”** attached hereto and made a part hereof.

TO HAVE AND TO HOLD the Property, together with all singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does, subject to the Permitted Exceptions hereinabove specified, hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through and under Grantor but not otherwise, EXCEPT that, no warranty is hereby extended to the conveyance of any minerals conveyed herein or any of the Ancillary Rights.

It is understood and agreed that neither Grantor nor its successors or assigns will be liable to Grantee, its successors and assigns, for any “roll back” or additional taxes, penalty or interest imposed on the Property under the provisions, as amended, of the Property Tax Code of the State of Texas, including, but not limited to, Section 23.76, except as the result of Grantor’s or its predecessor-in-title’s disqualification for special valuation prior to the effective date hereof (unless resulting from Grantee’s acts or omissions); that the responsibility to satisfy any lien on the Property created by any “roll back” or additional taxes, penalties or interest for which Grantee is liable will be that of the Grantee, its successors and assigns. Grantor shall be responsible to satisfy any such lien on the Property for which it is liable hereunder.

IT IS UNDERSTOOD AND AGREED THAT NEITHER GRANTOR, NOR ITS AGENTS OR BROKERS HAVE MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN THE SPECIAL WARRANTY OF TITLE SET FORTH HEREIN), THE NUMBER OF ACRES OR VOLUME, QUALITY, CONDITION, AGE CLASSES,

SPECIES, OR VALUE OF TIMBER IN AND ON THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY; INCLUDING, WITHOUT LIMITATION: (i) THE VALUE, CONDITION, MERCHANTABILITY, MARKET SPECIFICATIONS, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY; (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY, AND (iii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE AGREES THAT WITH RESPECT TO THE PROPERTY, GRANTEE HAS NOT RELIED UPON EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF GRANTOR.

GRANTEE REPRESENTS THAT GRANTEE IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND THAT OF GRANTEE'S CONSULTANTS, AND THAT GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON THE SAME, AND SHALL ASSUME THE RISK (EXCEPT FOR ANY POTENTIAL CLAIMS TO BE MADE UNDER ANY TITLE POLICY) THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. GRANTEE ACKNOWLEDGES AND

AGREES THAT GRANTOR IS SELLING AND CONVEYING TO GRANTEE AND GRANTEE IS ACCEPTING THE PROPERTY “**AS IS, WHERE IS,**” “**WITH ALL FAULTS**”.

THE PARTIES HAVE SPECIFICALLY NEGOTIATED THE PURCHASE PRICE FOR THIS TRANSACTION TO TAKE INTO ACCOUNT, AND HAVE MADE APPROPRIATE ADJUSTMENT FOR, THE SALE AND PURCHASE OF THE PROPERTY BEING MADE AND ACCEPTED SUBJECT TO THE DISCLAIMERS, WAIVERS AND LIMITATIONS OF THIS PARAGRAPH.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED this _____ day of **, 20__.

**RAYDIENT LLC DBA RAYDIENT PLACES +
PROPERTIES LLC**, a Delaware limited liability
company

By: _____

John R. Campbell

Its: Vice President

Attest: _____

—

Crystal L. Cook

As Its: Assistant Secretary

STATE OF FLORIDA

COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this ___ day of **, 20__, by John R. Campbell, Vice President, and Crystal L. Cook, Assistant Secretary, of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the company and who are personally known to me.

Print Name: _____

Notary Public, State of Florida

Commission No:

My Commission Expires:

EXHIBIT “A”
[TO DEED]

“Legal Description of the Property”

TBA Pursuant to the terms of Section 7 of the Agreement.

EXHIBIT "B"
[TO DEED]

"Permitted Exceptions"

1. 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;
2. General and special taxes, assessments and ad valorem taxes for the current year and thereafter falling due;
3. Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
4. 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;
5. 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;
6. 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;
7. All matters of record, outstanding easements, 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;
8. 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;
9. All matters shown on that certain survey attached as Exhibit B to the Declaration;
10. Any reservations set forth in this Deed;
11. Lack of access;
12. All matters of public record; and
13. Those title defects or exceptions waived or accepted by Grantee as contained in that certain Title Commitment from _____ under Commitment No. _____, effectively dated _____, 20___, as may be revised.

EXHIBIT “C”
[TO DEED]

“Restrictive Covenants”

By acceptance of this Special Warranty Deed, Grantee hereby covenants and agrees for itself, its heirs, successors and assigns that the land conveyed hereby shall be subject to the following restrictive covenants (“Deed Restrictions”), which shall expire on January 1, 2046:

1. This Property shall be used for single family residential, recreational, and/or agricultural purposes only.
2. There shall be on the Property a two hundred foot (200’) setback of any buildings or structures including, without limitation, dwellings, barns, and sheds, from the public right of way commonly known as Hwy 105 (“Setback Area”).
3. No building or other structure, whether temporary or permanent, shall be constructed or erected on the Property within the Setback Area.
4. No vehicle, including, without limitation, travel trailers, or other recreational vehicles, may be parked or stored within the Setback Area.
5. No broken down or junk vehicles, old appliances, trash, or unsightly material of any kind may be kept or maintained on the Property, unless stored in the dwelling or other structure.
6. No animals shall be kept on the Property in such numbers that they create a nuisance due to noise or odor.
7. No commercial borrow pits or mining of any kind shall be allowed on the Property.
8. The Property shall not be further subdivided prior to January 1, 2046 without the express written consent of Grantor.
9. The Property shall, under no circumstances, be subdivided to create any parcel which is less than ten (10) acres. The maximum number of new parcels created under the parent parcel (Property) shall be 3, including the parent parcel.
10. The maximum number of dwelling units allowed on the Property, in aggregate, shall be three (3). Mobile homes are not allowed on any parcel. Mobile home shall mean manufactured homes, mobile homes, modular homes, or house trailers.

If Grantee, Grantee’s heirs, successors or assigns shall violate any of these restrictive covenants, Grantor, its successors or assigns shall have the right to seek injunctive relief to prevent any violation thereof and shall be entitled to recover its costs of enforcement, including reasonable attorneys’ and paralegals’ fees, whether or not suit be brought to enforce a violation.

Exhibit “C”

“Survey Specifications”

STANDARD SURVEY SPECIFICATIONS

At a minimum, the survey of the Land will comply with the following specifications:

All Standards of Practice, Technical Standards, Administrative Codes of the appropriate state and shall be certified to the appropriate Rayonier entity.

Notwithstanding the provisions of the statutory requirements contained in the rules referred to above Rayonier also requires the following:

1. Plats. Rayonier shall receive two (2) certified and sealed copies and an electronic copy of the survey drawing. The plat shall show:

- a. Point of Beginning with x,y coordinates in the corresponding State Plane Coordinate System
- b. Date of survey and revision dates
- c. Acreage of any closed figure or wholly included exception within total tract
- d. When boundaries overlap county boundaries, acres for each county will be shown.
- e. Acreage in all excluded roads
- f. Rayonier Requires “Certified To: Current Rayonier Entity of Title” (Florida Only)

2. Legal Description. A typed metes and bounds legal description on 8 ½” by 11” paper is to be furnished suitable to serve as an attachment to a legal document for recordation in the public record. This legal description should be checked against the legal description and/or calls on the plat to verify that they match. Prefer legal description sent electronically and format supplied in Microsoft Word or Adobe pdf.

3. Cutting, Blazing and Painting. All survey lines which are **common with remaining (after transaction) Rayonier ownership** are to be cut and painted. No blazing of any kind is to be made on any line other than the line that is final. All trees greater than or equal to 3 inches in diameter at breast height (4.5 feet above ground level) that can be touched while a person is standing on the final line shall be blazed. Monuments will be utilized for corners. Corners will be placed at each change of line direction (except branch and swamp centerlines). Corners will be placed on each right-of-way line when a boundary crosses an excluded road. If any turning points or other points on the final line are marked with visible materials of a permanent nature, such as pipes or re-enforcing rods, they must be shown on the final plat. No such permanent objects are to be left in place on trail lines. Whenever possible, each corner will be witnessed by at least three trees. Blazing is to be done in accordance with the Manual of Surveying Instructions, 1973 prepared by the U.S. Department of the Interior. Paint color and brand to be specified by Rayonier Resource Unit.

If the surveyed line runs through an open area or an area with trees too small to blaze, a treated fence post or similar marker must be set at intervals no more than 100 feet apart on the final survey line.

