FLAGLER COUNTY TECHNICAL REVIEW COMMITTEE
GOVERNMENT SERVICES BUILDING
First Floor Conference Room B108
1769 EAST MOODY BOULEVARD BUILDING 2, BUNNELL FL 32110

DATE – May 15, 2019  TIME – 9:00 A.M.


   Project #2019040030  

(TRC, PDB)
Attached are departmental comments regarding your submittal to Flagler County for the above referenced project. Any questions regarding any of the comments should be addressed to the department providing the comment.
REVIEWING DEPARTMENT: DEVELOPMENT ENGINEERING

This office has no objection to this Special Exception.

Prior to construction the Contractor will need to obtain a Land Development Permit which will require a completed to scale site plan that details the driveway connection to CR 13.

Flagler County Code Sec. 26-42. Driveways

Requirements for a Flagler County Commercial Right of Way Permit:

Commercial driveways. Requirements for commercial driveways shall be dependent on the nature of the business being served by the driveways. As a minimum, however, commercial driveways shall be constructed of portland cement concrete six (6) inches thick on six-inch thick compacted limerock or shell base or eight (8) inches thick on four (4) inches of limerock or shell base. Commercial driveway width depends on the type of traffic scheduled to utilize the driveway. As a minimum, the width at the right-of-way line for a one-way driveway shall be fourteen (14) feet and for a two-way driveway shall be twenty-four (24) feet. Minimum width at the roadway pavement edge shall be not less than forty-eight (48) feet for one-way commercial driveways and not less than sixty-four (64) feet for a two-way commercial driveway. The widening shall be provided by a taper not less than twenty (20) feet long as measured along the centerline of the driveway. Shoulders for commercial driveways shall be six (6) feet in width, stabilized and sodded. In addition, turn lanes or acceleration and deceleration lanes may be required, dependent on the road involved and the traffic on that road.

Commercial drives shall be constructed using Florida Department of Transportation Class 1 material with a minimum twenty-eight (28) day compressive strength of three thousand pounds (3,000 lbs.) per square inch placed with a maximum slump of five (5) inches.

This Special Exception will be contingent on a roadside swale and culvert required at the connection at CR 13. We will contact the Road and Bridge Department and provide the required culvert specifications.

REVIEWING DEPARTMENT: COUNTY ATTORNEY

No comments at this time
REVIEWING DEPARTMENT: PLANNING DEPARTMENT

1. A portion of Parcel Number 31-11-30-0000-01050-0000 is designated as Conservation on the County's 2010-2035 Comprehensive Plan Future Land Use Map. A portion of the proposed pond appears to lie within the Conservation designation. Adjust the location of the pond outside of the Conservation area or apply for an Administrative Future Land Use Map Amendment to amend the Conservation designation pursuant to Future Land Use Element Policy A.4.1.1 below:

Policy A.4.1.1: The Future Land Use Map designates as "Conservation" areas of ecologically sensitive species or communities and regionally significant wildlife corridors. This category includes creeks, stream and river banks, moderate or higher quality wetlands, floodplains, prime groundwater recharge areas, and natural systems that contribute to wildlife or greenway corridors. The geographic limits of the Conservation areas adopted on January 3, 2000 were based upon best available data, primarily U.S. Geological Survey (USGS) Quad Sheets dating from the 1970's. The following locational criteria shall apply to the verification of the existing limits of the Conservation Future Land Use as depicted on the County's 2010-2035 Future Land Use Map, as well as new designations of Conservation for ecologically sensitive species or communities and regionally significant wildlife corridors:

(1) The limits of the Conservation Future Land Use designation as currently mapped may be administratively adjusted to reflect the actual wetland jurisdictional boundary as certified by the St. Johns River Water Management District (SJRWM) or United States Army Corps of Engineers (USACOE) that most closely approximates the existing conservation limit.

(2) In lieu of certification from State or Federal agencies, the limits of the Conservation Future Land Use designation may be adjusted based on an evaluation of Natural Resources Conservation Service soil survey map, a Florida Natural Areas Inventory (FNAI) Data Report Map, a site specific wetland vegetation map prepared by the SJRWMD, and a 1:200 scale false color aerial photograph. The Planning and Zoning Director may authorize the use of more precise alternative media if found to be more accurate.

(3) Verification and adjustments involving the designation of unincorporated lands as Conservation shall be coordinated with the City of Bunnell and adjacent landowners, including appropriate State and Federal agencies, to ensure that ecologically sensitive and regionally significant environmental resources, including wetlands and State and Federally-listed species and flora habitat, are protected, conserved, and maintained.

(4) In no case will the limits of conservation extend less than seventy-five (75) feet from the apparent shoreline of those creeks listed in Policy A.4.1.2 and one hundred fifty (150) feet from the ordinary or mean high water line of those water bodies listed in Policy A.4.1.3.

(5) The Board of County Commissioners will certify de minimis map adjustments and acreage changes on an annual basis and forward them to the Department of Community Affairs (DCA). When warranted, a comprehensive plan Future Land Use Map amendment shall be necessary.
2. The Conservation Element of the adopted Flagler County Comprehensive Plan includes the following specific provisions regarding mining activities; please review and respond with the proposed project's compliance with the following:

Objective F.1.8: Mining activities shall be regulated through Flagler County's existing Land Development Regulations (LDRs) so that said activities shall not adversely affect the quality of air, groundwater, surface water, and land and wildlife.

Policy F.1.8.1: A mining operation water use plan must be prepared and approved before new mining operations are permitted.

Policy F.1.8.2: Phasing of extractive activities shall be used as a device to assure that only small areas are affected by such activities at one time.

Policy F.1.8.3: Buffers shall be established and maintained between mining activities and adjacent existing and future uses to achieve an aesthetically pleasing landscape compatible with those land uses.

Policy F.1.8.4: A reclamation plan shall be approved by Flagler County or appropriate State environmental agency before mining activities are permitted.

Policy F.1.8.5: Mining shall be prohibited in areas where listed species are known to inhabit and in areas where hardwood and cypress/gum swamps exist.

3. Please provide a brief narrative response to each of the Special Exception guidelines as listed at Sec. 3.07.03.F, FCLDC, and copied below (Note: Some items may not be applicable; please respond as 'Not applicable' as appropriate; however, wherever possible, an attempt should be made to address the guideline, i.e. provision of a buffer by maintaining an adjacent tree line, for example):

F. Special exception guidelines. The planning and development board shall hear and decide upon requests for special exceptions as authorized by land classifications. The board may approve, with conditions, requests which are in harmony with the intent and purpose of the regulations. In making its determination, the board shall be guided by the following:

1. Ingress to and egress from the property shall provide for automotive and pedestrian safety and convenience, shall not unduly interfere with traffic flow and control, and shall provide access in case of fire or catastrophe.

2. Offstreet parking and loading areas shall be provided as required, shall take into account relevant factors in subsection 1. preceding, and shall be located to minimize economic, noise, glare or odor effects on adjacent and nearby properties.

3. Refuse and service areas shall be located with consideration for relevant factors in subsections 1. and 2. preceding.

4. The proposed use shall be compatible with the availability and location of utility services, whether public or private.

5. Screening and buffering shall be provided which preserves or improves compatibility and harmony of use and structure between the proposed use and adjacent and nearby properties, according to the type, dimensions and character of the proposed use.

6. Signs and exterior lighting, if any, shall maintain traffic safety and minimize glare and economic effects on adjacent and nearby properties.

7. Required yards and open spaces shall be provided.
8. The height of structures shall be in harmony with that of adjacent and nearby uses and structures.

9. The economic effect of the proposed use on adjacent and nearby properties shall be positive.

In granting any special exception, the board may prescribe appropriate conditions and safeguards in conformity with these development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is recommended, shall be deemed a violation of these development regulations. In granting a special exception, the board shall prescribe a time limit within which the uses for which the special exception, if granted, shall be begun or completed, or both. Failure to begin or complete, or both, such use within the time limit shall void the special exception.

4. Include on the site plan the location and detail of the dirt road connection with County Road 13. This should include a detail of the width of the apron at the connection point, including surface type for the apron (concrete or asphalt unless otherwise specified by the Development Engineer) and intended culvert pipe type, size (diameter and length), and end treatment (headwall or mitred-end).

5. Provide hours of operation and estimated timeframe for completion of the project.

6. What is the anticipated volume (in cubic yards of material) of the operation? An estimate of the number of truck daily trips will also be helpful -- volume of the truck times the number of daily truck trips -- to reconcile the timeframe for completion and the roadway impacts.

Additional comments may be provided upon receipt of requested information.

REVIEWING DEPARTMENT: FIRE INSPECTOR

FIRE SERVICES COMMENTS FOR SPECIAL EXCEPTION
No comments at this time
May 8, 2019

**Wetlands**
- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.
<table>
<thead>
<tr>
<th>Parcel ID</th>
<th>Owner</th>
<th>Land Value</th>
<th>Ag Land Value</th>
<th>Building Value</th>
<th>Misc Value</th>
<th>Just Value</th>
<th>Last 2 Sales</th>
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<tbody>
<tr>
<td>32-11-30-0000-02020-0000</td>
<td>RAYONIER ATLANTIC TIMBER CO C/O RAYONIER TAX SERVICES POST OFFICE BOX 161139 MOBILE, AL 36616</td>
<td>$0</td>
<td>$20,713</td>
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<td>$0</td>
<td>$907,790</td>
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</table>

**Overview**

- **Legend**
  - Parcels
  - Streams and River
  - Unincorporated FLUM
  - All other values
  - Agriculture
  - Agriculture & Timberlands
  - Commercial: High Intensity
  - Commercial: Low Intensity
  - Conservation
  - Educational Uses
  - Industrial
  - Mixed Use: Low Intensity
  - Mixed Use: High Intensity
  - Recreation & Open Space
  - Residential: High Density
  - Residential: Low Density / Rural Estate
  - Residential: Low Density / Single Family
  - Residential: Medium Density

**Just Value**

- **8/3/2013 0 UNQUAL/TRANSACT OF AFFILIATION**
- **10/1/1999 $15146300 QUAL/CREDOBLE, VERIF/DOC/EVIDEN U MLS**
Assessed Value $20,713
Exempt Value $0
Taxable Value $20,713

Date created: 5/8/2019
Last Data Uploaded: 5/8/2019 7:43:19 AM
Developed by Schneider Geospatial
## Application for Special Exception

**Flagler County, Florida**

1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

**Application/Project #: #3179/2019040030**

### Property Owner(s)

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Rayonier Atlantic Timber Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>1 Rayonier Way</td>
</tr>
<tr>
<td>City</td>
<td>Wildlight</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32097</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(904) 548-9014</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:ken.rester@rayonier.com">ken.rester@rayonier.com</a></td>
</tr>
</tbody>
</table>

### Applicant/Agent

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Matthews Design Group / Alex Acree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>7 Waldo Street</td>
</tr>
<tr>
<td>City</td>
<td>St. Augustine</td>
</tr>
<tr>
<td>State</td>
<td>FL</td>
</tr>
<tr>
<td>Zip</td>
<td>32084</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>(904) 826-1334</td>
</tr>
<tr>
<td>Fax Number</td>
<td>(904) 826-4547</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:alex@mdginc.com">alex@mdginc.com</a></td>
</tr>
</tbody>
</table>

### Site Location

- **Site Location (street address):** Off Old Brick Road in Bunnell
- **Legal Description:** A portion of Section 31 and Section 32, Township 11 S, Range 30 E
- **Parcel # (tax ID #):** 31-11-30-0000-01050-0000 / 32-11-30-0000-02020-0000
- **Parcel Size:** 14.79 acres
- **Current Zoning Classification:** AC
- **Current Future Land Use Designation:** Ag-timber, portion of Conservation
- **Subject to A1A Scenic Corridor IDO?** YES

### Requested Use:

Proposed 14.79 acre borrow pit

**Signature of Owner(s) or Applicant/Agent**

**Date:** 4/15/19

**Official Use Only**

**Planning Board Recommendation/Action:**

- APPROVED [ ]
- APPROVED WITH CONDITIONS [ ]
- DENIED [ ]

**Signature of Chairman:**

**Date:**

**Note:** The applicant or a representative, must be present at the Public Hearing since the Board, at its discretion, may defer action, table, or take decisive action on any application. Rev. 08/14
APPLICATION FOR SPECIAL EXCEPTION
FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Required Attachments for Special Exception Application:

1.) Copy of Owner(s) recorded Warranty Deed;
2.) Application fee $300.00. Payable to BOCC. Fee amount per Resolution 2008-31.
   Fee is subject to cost of newspaper ad(s) and postage at prevailing rates, and $50 for each
   notification of public hearings (posting of signs).
3.) 10 sets of complete site plan meeting all requirements of Flagler County Land
   Development Code at submittal of application.

NOTE: All applicants are requested to provide at least one set of
documents/plans in a size no larger than 11” x 17” plus one electronic submittal
in PDF format.

NOTE: Pursuant to Section 286.0105 of Florida Statutes, the Flagler County
Planning Board hereby notifies all interested persons that if a person decides to appeal
any decision made by the Planning Board with respect to any matter considered at such
meeting or hearing, he or she will need a record of the proceedings, and for such
purpose, he or she may need to ensure that a verbatim record of the proceedings is
made which record includes the testimony and evidence upon which the appeal is to be
based.

3.07.03. Procedure for variances and special exceptions.

A. Request application. A request for a hearing before the planning board for a variance or special
   exception shall be made as follows:
   1. A completed application form shall be filed with the planning and zoning director. Such
      application shall state the pertinent facts on which the request is based. The planning and
      zoning director may assist the applicant in preparing the application.
   2. An application shall be accompanied by an acceptable site plan with such reasonable
      information shown thereon as may be required by the planning and zoning director. Such
      site plan shall include, as a minimum, the following:
      (a) Lot dimensions with property line monuments located thereon.
      (b) Location and size of existing and proposed structures.
      (c) Easements (public and private), water courses, and if existing and proposed,
          fences, street names, and street right-of-way lines and such information
          regarding abutting property, as directly affects the application.

B. Planning board hearing.
   1. The planning and zoning director shall schedule a hearing before the planning board to
      consider the application. Scheduling of this hearing shall provide ample time for the planning
      and zoning director to provide notice to surrounding property owners as set forth in subsection
      3.07.03. In no event shall such hearing be scheduled more than forty-five (45) days from the
date of application.
   2. The hearing provided for under this section shall be for the purpose of reviewing relevant
      information from the applicant regarding the requested variance and/or special exception. The
      planning board shall also review written and/or oral comments from the public in accordance
      with its established procedures.
3. The planning board shall determine whether sufficient factual data was presented in order to render a decision. If the planning board determines that sufficient factual data was presented, then it shall render a decision to either:
   a. Approve the request as submitted;
   b. Approve the request with conditions;
   c. Disapprove the request.

If the planning board determines that sufficient factual data was not presented, the planning board may continue the hearing until the next scheduled meeting to allow for the preparation of such factual data. Only one (1) such continuation shall be allowed for each requested variance and/or special exception.

C. Appeal of planning board decision.
1. Within thirty (30) days of the rendering of a decision by the planning board regarding a requested variance and/or special exception, an appeal may be filed with the board of county commissioners. Such appeal may be filed by the original applicant, the planning and zoning director, other county staff as authorized, and a surrounding property owner, as defined in subsection 3.07.03.
2. The application for appeal shall be filed with the planning and zoning director who shall schedule a hearing on the appeal with the board of county commissioners. Scheduling of this hearing shall provide ample time for the applicant to provide notice to surrounding property owners, as set forth in subsection 3.07.03.
3. The appeal hearing provided for under this section shall be for the purpose of reviewing all pertinent information regarding the appeal. The applicant shall provide all relevant factual data, materials and/or oral testimony to support the appeal. The board of county commissioners shall also review written and/or oral comments from the public in accordance with its established procedures.
4. At the conclusion of the appeals hearing provided for under this section, the board of county commissioners shall render a decision on the appeal. Any decision rendered by the board of county commissioners under this section shall be deemed final.

D. Reserved

E. Variance guidelines. A variance may be granted, upon application, from the terms and provisions of this article as will not be contrary to the public health, safety, welfare and morals where, owing to special conditions, a literal enforcement of the provisions of this article will, in an individual case, result in unnecessary hardship. Such variances may be granted by the planning board in such individual case of unnecessary hardship upon a written finding that:

   1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape, or topography; and
   2. The application of the provisions of this article to the particular piece of property would create an unnecessary hardship; and
   3. Such conditions are peculiar to the particular piece of property involved and not created by actions of the applicant; and
   4. Relief or variance, if granted, would not cause substantial detriment to the public health, welfare, safety and morals or impair the purpose and intent of this article; and
   5. Provided, however, that no variance may be granted for a use of land or building that is not permitted by this article.

F. Special exception guidelines. The planning board shall hear and decide upon requests for special exceptions as authorized by land classifications. The board may approve, with conditions, requests which are in harmony with the intent and purpose of the regulations. In making its determination, the board shall be guided by the following:

   1. Ingress to and egress from the property shall provide for automotive and pedestrian
APPLICATION FOR SPECIAL EXCEPTION
FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
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safety and convenience, shall not unduly interfere with traffic flow and control, and shall provide access in case of fire or catastrophe.

2. Offstreet parking and loading areas shall be provided as required, shall take into account relevant factors in subsection 1. preceding, and shall be located to minimize economic, noise, glare or odor effects on adjacent and nearby properties.

3. Refuse and service areas shall be located with consideration for relevant factors in subsections 1. and 2. preceding.

4. The proposed use shall be compatible with the availability and location of utility services, whether public or private.

5. Screening and buffering shall be provided which preserves or improves compatibility and harmony of use and structure between the proposed use and adjacent and nearby properties, according to the type, dimensions and character of the proposed use.

6. Signs and exterior lighting, if any, shall maintain traffic safety and minimize glare and economic effects on adjacent and nearby properties.

7. Required yards and open spaces shall be provided.

8. The height of structures shall be in harmony with that of adjacent and nearby uses and structures.

9. The economic effect of the proposed use on adjacent and nearby properties shall be positive.

In granting any special exception, the board may prescribe appropriate conditions and safeguards in conformity with these development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the special exception is recommended, shall be deemed a violation of these development regulations. In granting a special exception, the board shall prescribe a time limit within which the uses for which the special exception, if granted, shall be begun or completed, or both. Failure to begin or complete, or both, such use within the time limit shall void the special exception.

G. Special exception regulations for home occupations.

1. The applicant must demonstrate to the planning board clear evidence that the proposed home occupation will not:
   (a) Disturb the peace, quiet and domestic tranquility of the residential neighborhood;
   (b) Create excessive odor, noise, parking or traffic above that of the residential neighborhood;
   (c) Create a fire hazard or nuisance;
   (d) Use or generate toxic or hazardous materials or waste.

2. Special exceptions and permitted uses for home occupations are subject to the following regulations:
   (a) No more than one home occupation shall be permitted within any single dwelling unit (excluding cases where a person requires multiple professional or vocational licenses and the actual performance or work occurs somewhere other than the applicant's dwelling unit).
   (b) Permitted home occupations shall not include the employment of any persons not residing on the premises in the performance of the occupation.
   (c) No one other than residents of the dwelling shall be employed in the conduct of a home occupation (excluding those cases where actual performance of work occurs somewhere other than the applicant's dwelling unit).
   (d) No stock-in-trade shall be displayed or maintained on the premises, and no retail sales on the premises shall occur.
   (e) A home occupation shall produce no noise or obnoxious odors, vibrations, glare, fumes or electrical interference detectable to normal sensory perception.
   (f) No traffic or parking shall be generated by such home occupation in greater
volumes than would normally be expected in a residential
neighborhood.

(g) There shall be no exterior indication of the home occupation; no exterior signs
shall be used; no other onsite advertising visible from the exterior shall be used
that informs the public of the address of the home occupation.

(h) No mechanical equipment shall be used or stored on the premises in connection
with the home occupation except that which is normally used for purely domestic
or household purposes or as specifically provided for in a special exception
permit.

3. All special exceptions for home occupation land uses are subject to review and a
rehearing of the approved special exception by the planning board upon written and justifiable complaints
from surrounding property owners. Such rehearing may result in the revoking of the special exception or
additional conditions for continued operation of a home occupation.

4. Home occupation uses shall be subject to all applicable county occupational licenses and
other business taxes.

5. In the event that the applicant has not had an occupational license in effect for the
duration of time that the applicant has been operating the business out of the home, as a condition of any
special exception the applicant shall be required to pay all occupational license fees that would have been
due plus the maximum statutory penalties and fees as prescribed by state and local law.
(Ord. No. 97-01, § 1, 1-6-97; Ord. No. 04-22, § 3, 12-20-04)
Owner’s Authorization for Applicant/Agent

FLAGLER COUNTY, FLORIDA
1769 E. Moody Boulevard, Suite 105
Bunnell, FL 32110
Telephone: (386) 313-4009 Fax: (386) 313-4109

Application/Project #____________________

Matthews Design Group, is hereby authorized TO ACT ON BEHALF OF ____________, Rayonier Atlantic Timber Company, the owner(s) of those lands described within the attached application, and as described in the attached deed or other such proof of ownership as may be required, in applying to Flagler County, Florida for an application for a Special Exception Submittal.

(ALL PERSONS, WHO'S NAMES APPEAR ON THE DEED MUST SIGN)

By:

Signature of Owner

Kyle M. Sawicki / Assistant Secretary
Printed Name of Owner / Title (if owner is corporation or partnership)

Signature of Owner

Printed Name of Owner

Address of Owner: 1 Rayonier Way
Mailing Address

Wildlight FL 32097
City State Zip

Telephone Number (incl. area code) (904) 548-9014

STATE OF Florida
COUNTY OF Nassau

The foregoing was acknowledged before me this 27th day of March, 2019, by Kyle M. Sawicki ______________ who is/are personally known to me or who has produced as identification, and who (did) / (did not) take an oath.

Signature of Notary Public

Revised 5/08
STATE OF FLORIDA
COUNTY OF NASSAU
(In Re: Flagler County, Florida Property)

AFFIDAVIT OF TITLE

BEFORE ME, the undersigned Notary Public in and for the State of Florida, personally appeared S. ALLISTER FISHER, who being first duly sworn, deposes and says that:

1. This Affidavit is being recorded to provide notice of the name change set forth below with respect to real property owned by TIMBERLANDS HOLDING COMPANY ATLANTIC, INC., a Delaware corporation in Flagler County, Florida.

2. I am the Assistant Secretary of RAYONIER ATLANTIC TIMBER COMPANY, a Delaware corporation, and authorized to make this affidavit.

3. TIMBERLANDS HOLDING COMPANY ATLANTIC, INC., a Delaware corporation, changed its name to RAYONIER ATLANTIC TIMBER COMPANY, a Delaware corporation by filing that certain Restated Certificate of Incorporation filed with the Delaware Secretary of State on March 11, 2014, a copy of which is attached hereto as Exhibit “A”.

4. RAYONIER ATLANTIC TIMBER COMPANY is a Delaware corporation and it has not been terminated, nor have proceedings to terminate the Articles of Incorporation, nor have bankruptcy proceedings been commenced.

5. I am aware of and familiar with the contents of the Articles of Incorporation, Restated Certificate of Incorporation, and Bylaws of RAYONIER ATLANTIC TIMBER COMPANY.
6. By virtue of the name change as set forth above, all assets including real property, titled to TIMBERLANDS HOLDING COMPANY ATLANTIC, INC. were held in the name of RAYONIER ATLANTIC TIMBER COMPANY as of March 11, 2014.

[Signature]
S. Allister Fisher
Assistant Secretary
Rayonier Atlantic Timber Company

SWORN TO AND SUBSCRIBED before me this 17th day of March, 2014, by S. Allister Fisher, who is personally known to me.

[Signature]
Elizabeth M. Lowe
Notary Public, State of Florida
My Commission Expires: 10/10/15
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.", CHANGING ITS NAME FROM "TIMBERLANDS HOLDING COMPANY ATLANTIC, INC." TO "RAYONIER ATLANTIC TIMBER COMPANY", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF MARCH, A.D. 2014, AT 1:50 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.
RESTATED CERTIFICATE OF INCORPORATION
OF
TIMBERLANDS HOLDING COMPANY ATLANTIC, INC.

* * * * *

Timberlands Holding Company Atlantic, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the corporation is Timberlands Holding Company Atlantic, Inc. The date of filing of its Certificate of Incorporation with the Secretary of State was June 20, 2013.

2. This Restated Certificate of Incorporation restates and integrates and amends the Certificate of Incorporation of this corporation by changing Article First thereof so that, as amended, said Article shall be and read as follows:

"The name of the corporation is Rayonier Atlantic Timber Company."

3. Timberlands Holding Company Atlantic, Inc., does hereby restate, integrate and amend its certificate of incorporation in its entirety to read as follows:

**FIRST:** The name of the corporation is Rayonier Atlantic Timber Company (hereinafter, the "Corporation").

**SECOND:** The Corporation's registered office in the State of Delaware is to be located at 1209 Orange Street in the City of Wilmington, County of New Castle, Postal Code 19801. The name of the registered agent of the Corporation at such address is The Corporation Trust Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

**FOURTH:** The total number of shares of capital stock which the corporation has authority to issue is 10,000 shares, of which 7,500 shall be designated Common Stock having a par value of one dollar ($1.00) per share and of which 2,500 shares shall be designated Preferred Stock having a par value of ten cents ($0.10) per share, with the following powers, preferences and rights, and qualifications, limitations and restrictions:

(a) Except as otherwise provided by law, each share of Common Stock shall have one vote, and, except as otherwise provided in respect of any series of Preferred Stock hereafter classified or reclassified, the exclusive voting power for all purposes shall be vested in the holders of the Common Stock. In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the holders of the Common Stock shall be entitled, after payment or provision for payment of the debts and other liabilities of the Corporation and the amount to which the holders of any series of Preferred Stock hereafter classified or reclassified having a preference on distributions in
the liquidation, dissolution or winding up of the Corporation shall be entitled, to share ratably in the remaining net assets of the Corporation.

(b) The Corporation’s Board of Directors is authorized, subject to any limitations prescribed by law, to provide for the issuance of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware, to establish from time to time the numbers of shares to be included in each such series, and to fix the designation, powers, preferences and rights of the shares of each such series and any qualifications, limitations or restrictions thereof.

(c) No holder of any share of the Corporation, whether now or hereafter authorized, shall have any preemptive right to subscribe for or to purchase any shares or other securities of the Corporation, nor have any right to cumulate his votes for the election of Directors.

FIFTH: Restrictions on Ownership and Transfer of Capital Stock.

1. Restrictions on Ownership and Transfer of Capital Stock.

(a) Except as provided in this Article Fifth, Section 3, until the Restriction Termination Date:

(i) no Person shall Acquire any Capital Stock if such would result in the Corporation being “closely held” within the meaning of Section 856(h) of the Code;

(ii) no Person shall Acquire any Capital Stock if such would cause the Corporation to Constructively Own 10% or more of the ownership interests in a tenant of the real property of the Corporation (or of any direct or indirect subsidiary of the Corporation), within the meaning of Section 856(d)(2)(B) of the Code;

(iii) no Person shall Acquire any Capital Stock if such acquisition would result in Capital Stock being Beneficially Owned by fewer than 100 persons within the meaning of Section 856(a)(5) of the Code;

(iv) no Person shall Acquire any Capital Stock if such acquisition would result in the failure of the Corporation to qualify as a “domestically controlled REIT” within the meaning of Section 897(h)(4)(B) of the Code; and

(v) no Person shall Acquire any Capital Stock if such acquisition would cause the Corporation to fail to qualify as a REIT.

(b) Any purported Transfer of Capital Stock that, if effective, would result in a violation of the restrictions in this Article Fifth, Section 1 shall be void ab initio as to the Transfer of that number of shares of Capital Stock that would cause the violation of the applicable restriction, and the intended transferee shall acquire no rights in such Capital
Stock, and such shares shall be converted into Excess Shares pursuant to this Article Fifth, Section 3(b).

2. **Owners Required to Provide Information.** Until the Restriction Termination Date:

(a) Every Beneficial Owner of more than 0.5%, or such lower or greater percentage as is then required pursuant to regulations under the Code, of the outstanding shares of any class or series of Capital Stock of the Corporation shall provide to the Corporation such information as the Corporation may request in order to determine the effect, if any, of such Beneficial Ownership on the Corporation's status as a REIT.

(b) Each Person who is a Beneficial Owner of Capital Stock and each Person (including the shareholder of record) who is holding Capital Stock for a Beneficial Owner shall provide to the Corporation a written statement or affidavit stating such information as the Corporation may request in order to determine the Corporation's status as a REIT.

3. **Remedies for Breach.**

(a) If, notwithstanding the other provisions contained in this Article Fifth, the Board of Directors or a committee thereof shall at any time determine in good faith that there has occurred a purported Transfer or Non-Transfer Event that falls within the scope of this Article Fifth, Section 1(b) above or that would result in a violation of this Article Fifth, Section 1(b) above, then the Board of Directors or a committee thereof shall take such action as it or they deem advisable to refuse to give effect to or to prevent such Transfer or Non-Transfer Event, including, but not limited to, refusing to give effect to such Transfer or Non-Transfer Event on the books of the Corporation or instituting proceedings to enjoin such Transfer or Non-Transfer Event.

(b) Without limiting this Article Fifth, Section 3(a), if the Board of Directors or a committee thereof determines that there is a purported Transfer or Non-Transfer Event that would result in a violation of this Article Fifth, Section 1, then: (i) the Purported Record Transferee (and the Purported Beneficial Transferee, if different) shall acquire no right or interest (or, in the case of a Non-Transfer Event, the Person holding record title to the Capital Stock Beneficially Owned by such Beneficial Owner shall cease to own any right or interest) in such number of shares of Capital Stock as are acquired in violation of this Article Fifth, Section 1; (ii) such number of shares of Capital Stock (rounded up to the nearest whole share) acquired in violation of this Article Fifth, Section 1 shall be automatically converted into an equal number of Excess Shares and transferred to a Trust in accordance with this Article Fifth, Section 4; and (iii) such Purported Record Transferee (and such Purported Beneficial Transferee, if different) or, in the case of a Non-Transfer Event, the Person who, immediately prior to such automatic conversion, was the holder of record title to the Capital Stock automatically converted, shall submit the certificates representing such number of shares of Capital Stock to the Corporation, accompanied by all requisite and duly executed assignments of Transfer thereof, for registration in the name of the Trustee of the Trust. Such conversion into Excess Shares and Transfer to a Trust shall be effective as of the close of trading on the Business Day prior to the date of the purported Transfer or Non-Transfer Event, as the case may be, even though the certificates
representing the Capital Stock so converted may be submitted to the Corporation at a later date.

(c) If the Corporation, or its designees, shall at any time determine in good faith that a Transfer has taken place in violation of this Article Fifth, Section 1 or that a Person intends to acquire or has attempted to acquire Beneficial Ownership or Constructive Ownership of any Capital Stock in violation of this Article Fifth, Section 1, the Corporation shall take such action as it deems advisable to refuse to give effect to or to prevent such Transfer or acquisition, including, but not limited to, refusing to give effect to such Transfer on the stock transfer books of the Corporation or instituting proceedings to enjoin such Transfer or acquisition, but the failure to take any such action shall not affect the automatic conversion of Capital Stock into Excess Shares pursuant to this Article Fifth, this Section 3(c) or their Transfer to a Trust pursuant to this Article Fifth, Section 4.

(d) Any Person who acquires or attempts to acquire Capital Stock in violation of this Article Fifth, Section 1 shall immediately give written notice to the Corporation of such event and shall provide to the Corporation such other information as the Corporation may request in order to determine the effect, if any, of such Transfer or Non-Transfer Event, as the case may be, on the Corporation's status as a REIT.

4. Creation of Trust; Disposition of Excess Shares.

(a) Upon any purported Transfer or Non-Transfer Event that results in Excess Shares: (i) the Corporation shall create, or cause to be created, a Trust, and shall designate a Trustee and name a Beneficiary thereof; and (ii) such Excess Shares shall be automatically transferred to such Trust to be held for the exclusive benefit of the Beneficiary. Any conversion of Capital Stock into Excess Shares and transfer to a Trust shall be effective as of the close of trading on the Business Day prior to the date of the purported Transfer or Non-Transfer Event that results in the conversion. Excess Shares so held in trust shall be issued and outstanding shares of the Corporation.

(b) Excess Shares shall be entitled to the same dividends and distributions (as to both timing and amount) as may be declared by the Board of Directors of the Corporation with respect to the Capital Stock which was converted into such Excess Shares. The Trustee, as record holder of the Excess Shares, shall be entitled to receive all dividends and distributions and shall hold all such dividends or distributions in trust for the benefit of the Beneficiary. The Prohibited Owner with respect to such Excess Shares shall repay to the Trust the amount of any dividends or distributions received by it (i) that are attributable to any Capital Stock that has been converted into Excess Shares and (ii) the record date of which was on or after the date that such Capital Stock was converted into Excess Shares. The Corporation shall take all measures that it determines are reasonably necessary to recover the amount of any such dividend or distribution paid to a Prohibited Owner, including, if necessary, withholding any portion of future dividends or distributions payable on Capital Stock Beneficially Owned by the Person who, but for the provisions of this Article Fifth, would Constructively Own or Beneficially Own the Capital Stock that was converted into Excess Shares; and, as soon as reasonably practicable following the
Corporation's receipt or withholding thereof, shall pay over to the Trust for the benefit of the Beneficiary the dividends so received or withheld, as the case may be.

(c) In the event of any voluntary or involuntary liquidation of, or winding up of, or any distribution of the assets of, the Corporation, each holder of Excess Shares shall be entitled to receive, ratably with each other holder of the same class and series of Capital Stock which was converted into such Excess Shares, that portion of the assets of the Corporation that is available for distribution to the holders of the same class and series of Capital Stock which was converted into such Excess Shares. The Trust shall distribute to the Prohibited Owner the amounts received upon such liquidation, dissolution, or winding up, or distribution; provided, however, that the Prohibited Owner shall not be entitled to receive amounts in excess of, in the case of a purported Transfer in which the Prohibited Owner gave value for Capital Stock and which Transfer resulted in the conversion of such Capital Stock into Excess Shares, the product of (i) the price per share, if any, such Prohibited Owner paid for the Capital Stock and (ii) the number of shares of Capital Stock which was so converted into Excess Shares, and, in the case of a Non-Transfer Event or purported Transfer in which the Prohibited Owner did not give value for such shares (e.g., if the shares were received through a gift or devise) and which Non-Transfer Event or purported Transfer, as the case may be, resulted in the conversion of the shares into Excess Shares, the product of (x) the price per share equal to the Market Price on the date of such Non-Transfer Event or purported Transfer and (y) the number of shares of Capital Stock which was so converted into Excess Shares. Any remaining amount in such Trust shall be distributed to the Beneficiary.

(d) Excess Shares shall entitle the holder to no voting rights other than those voting rights which accompany a class of capital stock under applicable law. The Trustee, as record holder of the Excess Shares, shall be entitled to vote all Excess Shares. Any vote by a Prohibited Owner as a purported holder of Capital Stock prior to the discovery by the Corporation that such Capital Stock has been converted into Excess Shares shall, subject to applicable law, be rescinded and shall be void ab initio with respect to such Excess Shares.

(e) As soon as practicable after the Trustee acquires Excess Shares and complies with the last sentence of this Article Fifth, this Section 4(e), the Trustee shall designate one or more Persons as Permitted Transferees and sell to such Permitted Transferees any Excess Shares held by the Trustee; provided, however, that (i) any Permitted Transferee so designated purchases for valuable consideration (whether in a public or private sale) the Excess Shares and (ii) any Permitted Transferee so designated may acquire the shares of the same class and series of Capital Stock from which such Excess Shares were converted without violating any of the restrictions set forth in this Article Fifth, Section 1 and without such acquisition resulting in the conversion of such Capital Stock into Excess Shares and the Transfer of such shares to a Trust pursuant to this Article Fifth, Section 3. The Trustee shall have the exclusive and absolute right to designate Permitted Transferees of any and all Excess Shares. Prior to any Transfer by the Trustee of Excess Shares to a Permitted Transferee, the Trustee shall give not less than five Business Days' prior written notice to the Corporation of such intended Transfer and the Corporation
must have waived in writing its purchase rights under this Article Fifth, Section 4(j) if such intended Transfer would occur during the 90-day period referred to therein.

(f) Upon the designation by the Trustee of a Permitted Transferee in accordance with the provisions of this Article Fifth, this Section 4, the Trustee shall cause to be transferred to the Permitted Transferee Excess Shares acquired by the Trustee. Upon such Transfer of Excess Shares to the Permitted Transferee, such Excess Shares shall automatically be converted into an equal number of shares of Capital Stock of the same class and series from which such Excess Shares were converted. The Trustee shall (i) cause to be recorded on the stock transfer books of the Corporation that the Permitted Transferee is the holder of record of such number of shares of Capital Stock, and (ii) distribute to the Beneficiary any and all amounts held with respect to such Excess Shares after making payment to the Prohibited Owner pursuant to this Article Fifth, Section 4(h).

(g) If the Transfer of Excess Shares to a purported Permitted Transferee would or does violate any of the transfer restrictions set forth in this Article Fifth, Section 1, such Transfer shall be void ab initio as to that number of Excess Shares that cause the violation of any such restriction when such shares are converted into Capital Stock (as described in this Article Fifth, Section 4(f) above) and the purported Permitted Transferee shall be deemed to be a Prohibited Owner and shall acquire no rights in such Excess Shares or Capital Stock. Such Capital Stock shall automatically be converted into Excess Shares and transferred to the Trust from which they were originally Transferred. Such conversion and transfer to the Trust shall be effective as of the close of trading on the Business Day prior to the date of the Transfer to the purported Permitted Transferee and the provisions of this Article Fifth shall apply to such shares, including, without limitation, the provisions of this Article Fifth, Sections 4(e) - (j) with respect to any future transfer of such shares by the Trust.

(h) Any Prohibited Owner shall be entitled (following acquisition of the Excess Shares and subsequent designation of and sale of Excess Shares to a Permitted Transferee or following the acceptance of the offer to the Corporation to purchase such shares in accordance with this Article Fifth, Section 4(j)) to receive from the Trustee following the sale or other disposition of such Excess Shares the lesser of:

(i) in the case of a purported Transfer in which the Prohibited Owner gave value for Capital Stock and which Transfer resulted in the conversion of such Capital Stock into Excess Shares, the product of (A) the price per share, if any, such Prohibited Owner paid for the Capital Stock and (B) the number of shares of Capital Stock which was so converted into Excess Shares, or in the case of a Non-Transfer Event or purported Transfer in which the Prohibited Owner did not give value for such Capital Stock (e.g., if the Capital Stock was received through a gift or devise) and which Non-Transfer Event or purported Transfer, as the case may be, resulted in the conversion of such Capital Stock into Excess Shares, the product of (A) a price per share equal to the Market Price on the date of such Non-Transfer Event or purported Transfer and (B) the number of shares of Capital Stock which were so converted into Excess Shares; or
(ii) the proceeds received by the Trustee from the sale or other disposition of such Excess Shares in accordance with this Article Fifth, Section 4(e) or Section 4(j).

(i) Any amounts received by the Trustee in respect of such Excess Shares that are in excess of such amounts to be paid to the Prohibited Owner pursuant to this Article Fifth, Section 4(h) shall be distributed to the Beneficiary in accordance with the provisions of this Article Fifth, Section 4(f). The Trustee and the Trust shall not be liable for, and each Beneficiary and Prohibited Owner shall be deemed to have irrevocably waived, any claim by a Beneficiary or Prohibited Owner arising out of the disposition of Excess Shares, except for claims arising out of the gross negligence or willful misconduct of, or any failure to make payments in accordance with this Article Fifth, this Section 4 by, such Trustee.

(j) Excess Shares shall be deemed to have been offered for sale to the Corporation, or its designee, at a price per share equal to the lesser of (A) the price per share in the transaction that created such Excess Shares (or, in the case of a Non-Transfer Event or Transfer in which the Prohibited Owner did not give value for the shares (e.g., if the shares were received through a gift or devise), the Market Price on the date of such Non Transfer Event or Transfer in which the Prohibited Owner did not give value for the shares) or (B) the Market Price on the date the Corporation, or its designee, accepts such offer. The Corporation shall have the right to accept such offer for a period of 90 days following the later of (x) the date of the Non-Transfer Event or purported Transfer which results in such Excess Shares or (y) the date the Board of Directors of the Corporation first determined that a Transfer or Non-Transfer Event resulting in Excess Shares has occurred, if the Corporation does not receive a notice of such Transfer or Non-Transfer Event pursuant to this Article Fifth, Section 3(d).

5. **Remedies Not Limited.** Nothing contained in this Article shall limit the authority of the Corporation to take such other action as it deems necessary or advisable to protect the Corporation and the interests of its stockholders by preservation of the Corporation's status as a REIT.

6. **Ambiguity.** In the case of an ambiguity in the application of any of the provisions of this Article, the Board of Directors shall have the power to determine the application of the provisions of this Article with respect to any situation based on the facts known to it and any such determination made in good faith shall be binding on all shareholders of the Corporation.

7. **Legend.** Each certificate for Capital Stock shall bear the following legend:

The shares of Rayonier Atlantic Timber Company (the "Corporation") represented by this certificate are subject to restrictions set forth in the Corporation's Certificate of Incorporation which prohibit in general any Person from acquiring or maintaining any ownership interest in the capital stock of the Corporation that is inconsistent with (A) the requirements of the Code pertaining to real estate investment trusts or (B) the Certificate of Incorporation of the Corporation, and the holder of this certificate by his acceptance hereof consents to be bound by such restrictions. Any purported transfer of Capital Stock in violation of such restrictions
shall be void ab initio and the Capital Stock transferred in violation of such restrictions, whether as a result of a Transfer or a Non-Transfer Event, shall be automatically converted into Excess Shares and transferred to a Trust for disposition as provided in the Certificate of Incorporation. Capitalized terms used in this paragraph and not defined herein are defined in the Corporation's Certificate of Incorporation. The Corporation will furnish without charge, to each stockholder who so requests, a copy of the Certificate of Incorporation of the Corporation, containing, among other things, a statement of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof that the Corporation is authorized to issue and the qualifications, limitations or restrictions of such preferences and/or rights. Any such request shall be addressed to the Secretary of the Corporation.

8. **Termination of REIT Status.** The Board of Directors shall take no action to terminate the Corporation's status as a REIT until such time as (A) the Board of Directors adopts a resolution recommending that the Corporation terminate its status as a REIT or amend this Article, as the case may be, (B) the Board of Directors presents the resolution at an annual or special meeting of the stockholders and (C) such resolution is approved by holders of greater than two-thirds of the issued and outstanding Common Stock.

9. **Severability.** Each provision of this Article Fifth shall be severable and any such provision determined to be invalid by a court having jurisdiction shall in no way affect the validity of any other provision.

10. **Definitions.** For purposes of this Article Fifth:

   "**Acquire**" means the acquisition of Beneficial Ownership of Capital Stock by any means whatsoever including, without limitation, (i) the acquisition of direct ownership of shares by any Person, including through the exercise of any option, warrant, pledge, security interest or similar right to acquire Capital Stock, and (ii) the acquisition of indirect ownership of Capital Stock (taking into account the constructive ownership rules of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code) by a Person who is an individual within the meaning of Section 542(a)(2) of the Code, including through the acquisition by any Person of any option, warrant, pledge, security interest or similar right to acquire Capital Stock.

   "**Beneficial Ownership**" means ownership of Capital Stock by a Person who would be treated as an owner of Capital Stock either directly or indirectly under Section 542(a)(2) of the Code, taking into account, for this purpose, constructive ownership determined under Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code (except where expressly provided otherwise). The terms "Beneficial Owner," "Beneficially Owns" and "Beneficially Owned" shall have correlative meanings. In determining the number of shares of Capital Stock Beneficially Owned by a Person, no Capital Stock attributed to that Person shall be counted more than once.

   "**Beneficiary**" means, with respect to any Trust, one or more organizations described in each of Section 170(b)(1)(A) (other than clauses (vii) and (viii) thereof) and Section 170(c)(2) of the Code that are named by the Corporation as the beneficiary or beneficiaries of such Trust.
“Board of Directors” means the board of directors of the Corporation.

“Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in the City of New York are authorized or obligated by law or executive order to close.

“Capital Stock” means the Common Stock and the Preferred Stock of the Corporation.


“Constructive Ownership” means ownership of Capital Stock by a Person who is or would be treated as a direct or indirect owner of such Capital Stock through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code. The terms “Constructive Owner,” “Constructively Owns” and “Constructively Owned” shall have correlative meanings.

“Excess Shares” means the number of shares of Capital Stock acquired by any Beneficial Owner in violation of Article Fifth, Section 1, rounded up to the nearest whole share.

“Market Price” of Capital Stock on any date means the per share fair market value of the affected class of capital stock of the Corporation as of such day, as determined by the Board of Directors in its good faith discretion.

“Non-Transfer Event” means an event other than a purported Transfer that would cause or result in an increase in the percentage of any Person’s Beneficial Ownership of the outstanding Capital Stock.

“Permitted Transferee” means any Person designated as a Permitted Transferee in accordance with the provisions of Article Fifth, Section 4 herein.

“Person” means an individual or any corporation, partnership, limited liability company, estate, trust, association, private foundation, joint stock company or any other entity.

“Prohibited Owner” means, with respect to any purported Transfer or Non-Transfer Event, any Person who is prevented from becoming or remaining the owner of record title to Capital Stock by the provisions of Article Fifth, Section 4 herein.

“Purported Beneficial Transferee” means, with respect to any purported Transfer of Beneficial Ownership of Capital Stock that results in the automatic conversion of such shares into Excess Shares, the purported transferee of Beneficial Ownership of such shares if such purported Transfer had been valid under Article Fifth, Section 1 herein.

“Purported Record Transferee” means, with respect to any purported Transfer of Beneficial Ownership of Capital Stock that results in the automatic conversion of such shares into Excess Shares, the purported record transferee of such shares if such purported Transfer had been valid under Article Fifth, Section 1 herein.

“REIT” means a real estate investment trust under Sections 856 et seq. of the Code.
“Restriction Termination Date” means such time as (i) the Board of Directors has adopted a resolution recommending that the Corporation terminate its status as a REIT, (ii) the Board of Directors presents a resolution to terminate the Corporation's status as a REIT at an annual or special meeting of stockholders of the Corporation, and (iii) such resolution is approved by holders of greater than two-thirds of the issued and outstanding Common Stock.

“Transfer” as a noun means any sale, transfer, gift, assignment, devise or other disposition of Beneficial Ownership of shares of capital stock, whether voluntary or involuntary and whether by operation of law or otherwise; and as a verb has the correlative meaning.

“Trust” means any separate trust created and administered in accordance with the terms of Article Fifth, Section 4 herein, for the exclusive benefit of any Beneficiary.

“Trustee” means any Person, unaffiliated with both the Corporation and any Prohibited Owner (and, if different than the Prohibited Owner, the Person who would have had Beneficial Ownership of the shares that would have been owned of record by the Prohibited Owner), designated by the Corporation to act as trustee of any Trust, or any successor trustee thereof.

SIXTH: Election of directors need not be by ballot.

SEVENTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the board of directors is expressly authorized to adopt, amend or repeal the Corporation’s bylaws.

EIGHTH: A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director’s duty of loyalty to the Corporation or its stockholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) under General Corporation Law of the State of Delaware § 174, or (d) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is amended after the date of this certificate of incorporation to further eliminate or limit the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended. Any repeal or modification of this Article by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: The Corporation reserves the right to amend and repeal any provision contained in the certificate of incorporation in the manner prescribed by the laws of the State of Delaware. All rights herein conferred are granted subject to this reservation.

* * *
This restated certificate of incorporation was duly adopted by the Corporation's Board of Directors and its stockholders in accordance with General Corporation Law of the State of Delaware § 242, § 245 and other applicable sections, and in the case of its stockholders by unanimous written consent of the stockholders in lieu of a meeting and vote of stockholders in accordance with General Corporation Law of the State of Delaware § 228.

DULY EXECUTED and acknowledged by the duly authorized officer of the Corporation on March 11, 2014.

TIMBERLANDS HOLDING COMPANY
ATLANTIC, INC.

By:

Name: Michael R. Herman
Title: Senior Vice President
STATE OF FLORIDA
COUNTY OF NASSAU
(In Re: Flagler County, Florida Property)

AFFIDAVIT OF TITLE

BEFORE ME, the undersigned Notary Public in and for the State of Florida, personally appeared TRACY K. ARTHUR, who being first duly sworn, deposes and says that:

1. I am the Assistant Secretary of RAYONIER TIMBERLANDS MANAGEMENT, LLC, a Delaware limited liability company ("RTM"), and am authorized to make this affidavit.

2. RTM is the Managing General Partner of RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership ("RFR"). RTM has not been terminated nor have proceedings to terminate the Articles of Organization, nor have bankruptcy proceedings been commenced.

3. RFR is a Delaware limited partnership and it has not been terminated, nor have proceedings to terminate the Partnership Agreement, nor have bankruptcy proceedings been commenced.

4. I am aware of and familiar with the contents of any and all partnership agreements, articles of organizations, and bylaws of RTM and RFR.

5. The history of RFR is as follows:

   a) R (1999) Timberlands, LLC was a Delaware limited liability company, organized on October 8, 1999. The name of the limited liability company was changed to Rayonier Woodlands, LLC by Certificate of Amendment of the Certificate of Formation filed with the Delaware Secretary of State on October 28, 1999, a copy of which is attached as Exhibit A.
b) On December 28, 2001, a Certificate of Merger was filed with the Delaware Secretary of State merging Rayonier Woodlands, LLC and Rayonier Timberlands Operating Company, L.P. under the name Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, a copy of which is attached as Exhibit B.

c) On December 31, 2003, Rayonier Timberlands Operating Company, L.P. filed a Certificate of Amendment with the Delaware Secretary of State changing its name to Rayonier Forest Resources, L.P., a copy of which is attached as Exhibit C.

6. That by virtue of the name changes and merger as set forth above, all assets including real property, previously titled to R (1999) Timberlands, LLC, Rayonier Woodlands, LLC, and Rayonier Timberlands Operating Company, L.P. are now held in the name of RAYONIER FOREST RESOURCES, L.P.

[Signature]
Tracy K. Arthur
Assistant Secretary
Rayonier Timberlands Management, LLC

SWORN TO AND SUBSCRIBED before me this 15th day of September, 2008, by Tracy K. Arthur, who is personally known to me.

[Signature]
Robyn J. Friendly
Notary Public, State of Florida
My Commission Expires: 02/06/2010

Page 2 of 2

Edward J. Freel, Secretary of State

AUTHENTICATION: 0091128
DATE: 11-16-99
CERTIFICATE OF AMENDMENT
OF
THE CERTIFICATE OF FORMATION
OF
R (1999) TIMBERLANDS LLC

1. The original name of the limited liability company is R (1999) Timberlands LLC.

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Paragraph FIRST shall read:

"The name of the limited liability company is Rayonier Woodlands, LLC".

3. The Certificate of Amendment shall be effective on October 28, 1999.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment of R (1999) Timberlands LLC this 28th day of October, 1999.

RAYONIER WOODLANDS, LLC

By: Rayonier Timberlands Management, Inc.,
its sole manager

By: [Signature]
John B. Curnin
Secretary
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH Merges:

"RAYONIER WOODLANDS, LLC", A DELAWARE LIMITED LIABILITY COMPANY,

CERTIFICATE OF MERGER
RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.
and
RAYONIER WOODLANDS, LLC

Pursuant to Section 18-209(e) of the General Corporation Laws of the State of Delaware, the undersigned does hereby submit the following Certificate of Merger as a domestic limited partnership and the surviving business entity of the subject merger:

1. The entities being merged are Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership, and Rayonier Woodlands, LLC, a Delaware limited liability company.

2. The name and business address of the surviving entity is Rayonier Timberlands Operating Company, L.P., 50 North Laura Street, 19th Floor, Jacksonville, Florida 32202.

3. A Plan and Agreement of Merger has been approved and executed by each of the merging entities and is on file at the above business address of Rayonier Timberlands Operating Company, L.P.

4. A copy of the Plan and Agreement of Merger will be furnished on request and without cost to any member or any person holding an interest in either business entity being merged hereby.

5. This Certificate of Merger will be effective upon filing.

DATED this 20th day of December, 2001.

RAYONIER TIMBERLANDS OPERATING
COMPANY, L.P.
By: Rayonier Timberlands Management, Inc., its General Partner

By: ____________________________
   W. Edwin Frazier, III Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/28/2001
010673323 - 2072389
I, Harriet Smith Windsor, Secretary of State of the State of Delaware, do hereby certify the attached is a true and correct copy of the Certificate of Amendment of "Rayonier Timberlands Operating Company, L.P.", changing its name from "Rayonier Timberlands Operating Company, L.P." to "Rayonier Forest Resources, L.P.", filed in this office on the thirty-first day of December, A.D. 2003, at 10:39 o'clock A.M.

Harriet Smith Windsor
Secretary of State

AUTHENTICATION: 2847287
DATE: 01-05-04
CERTIFICATE OF AMENDMENT
TO THE
CERTIFICATE OF LIMITED PARTNERSHIP
OF
RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.

The undersigned, desiring to amend the Certificate of Limited Partnership of Rayonier Timberlands Operating Company, L.P., pursuant to the provisions of Section 17-202 of the Revised Uniform Limited Partnership Act of the State of Delaware, does hereby certify as follows:

FIRST: The name of the Limited Partnership is Rayonier Timberlands Operating Company, L.P.

SECOND: Article 1 of the Certificate of Limited Partnership shall be amended as follows:

The name of the limited partnership is Rayonier Forest Resources, L.P. (the "Partnership").

THIRD: Article 3 of the Certificate of Limited Partnership shall be amended as follows (to reflect the withdrawal of Rayonier Timberlands Management, Inc. as general partner and the admission of Rayonier Timberlands Management, LLC (formerly Rayonier Forest Resources, LLC) as successor general partner):

The name and business address of the general partner is as follows:

General Partner
Rayonier Timberlands Management, LLC
Address
50 North Laura Street
Jacksonville, FL 32202
IN WITNESS WHEREOF, the undersigned executed this Amendment to the Certificate of Limited Partnership as of the 31st day of December, 2003.

RAYONIER TIMBERLANDS OPERATING COMPANY, L.P.

By: Rayonier Timberlands Management, LLC, its General Partner

By: Timothy L. Brandon
Vice President
CORRECTIVE SPECIAL WARRANTY DEED
(Flagler County, Florida)

THIS CORRECTIVE SPECIAL WARRANTY DEED, executed this __ day of ____________, 2000, but effective as of October 25, 1999, between JEFFERSON SMURFIT CORPORATION (U.S.), a Delaware corporation (hereinafter referred to as "Grantor"), and RAYONIER WOODLANDS LLC, a Delaware limited liability company, and successor in interest by name change to R(1999) Timberlands LLC (hereinafter referred to as "Grantee"),

WITNESSETH:

For and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration delivered to Grantor by Grantee at and before the execution, sealing and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, Grantor has and hereby does grant, bargain, sell, alien, convey and confirm unto Grantee, and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, all those certain tracts or parcels of land lying and being in Flagler County, Florida as more particularly described on Exhibit A attached hereto and hereby made a part hereof.

To have and to hold said tract or parcel of land, together with any and all improvements located thereon, and any and all of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to the only proper use, benefit and behoof of

H: BRT\BRT\SMURFIT\CORRECT.DEED\FLAGLER.FL
Grantee and the heirs, legal representatives, successors, successors-in-title and assigns of Grantee, forever, in fee simple.

Grantor shall warrant and forever defend the right and title to said tract or parcel of land unto Grantee and the heirs, legal representatives, successors-in-title and assigns of Grantee, against the claims of all persons whomsoever claiming by, through or under Grantor, subject to those matters listed as permitted title exceptions as set forth on Exhibit B attached hereto and hereby made a part hereof.

This Corrective Special Warranty Deed is given solely for the purpose of correcting the legal description and permitted title exceptions contained in that certain Special Warranty Deed, dated as of October 25, 1999, between Grantor and R(1999) Timberlands LLC, recorded in Official Records Book 672, Page 1651, et. seq., Flagler County, Florida records (the "Original Deed").

This Corrective Special Warranty Deed shall supersede and replace the Original Deed in its entirety.

IN WITNESS WHEREOF, the Grantor has signed, sealed and delivered this Corrective Special Warranty Deed the day and year first above written.

GRANTOR:

JEFFERSON SMURFIT CORPORATION (U.S.), a Delaware corporation

By:  

John E. Davis  

Vice President

Attest:  

John Allgood  

Assistant Secretary

[CORPORATE SEAL]
STATE OF FLORIDA

COUNTY OF NASSAU

This instrument was acknowledged before me on May 26, 2000, by John E. Davis, Vice President of Jefferson Smurfit Corporation (U.S.), a Delaware corporation and attested to by John Allgood, the Assistant Secretary of said corporation. They are personally known to me and did take an oath.

[Notarial Seal]

JUDY J. CANNON
Notary Public

My Commission Expires: 8-8-00

SEND SUBSEQUENT TAX BILLS TO:

Rayonier Woodlands LLC
P.O. Box 728
Fernandina Beach, Florida 32035-0728
SCHEDULE A

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA, DESCRIBED AS FOLLOWS:

LANDS DESCRIBED IN TOWNSHIP 11 SOUTH, RANGE 29 EAST

All of Section 4;

All of Section 5, EXCEPT FEC railroad right of way;

The E 1/2 of Section 8, EXCEPT FEC railroad right of way;

All of Section 9, EXCEPT FEC railroad right of way, and EXCEPT 1 acre per Deed Book 17, Page 405;

All of Section 12, EXCEPT right of way of Highway 13, a/k/a Brick Road;

All of Section 13, EXCEPT right of way of Highway 13, a/k/a Brick Road;

All of Section 14, EXCEPT FEC Railroad right of way;

The Southwest 1/4 of the Northeast 1/4; South 1/2 of Northwest 1/4, and South 1/2, Section 15, EXCEPT FEC Railroad right of way;

All of Section 18, EXCEPT FEC Railroad right of way;

The East 1/2 of Section 17;

The East 1/2 of the East 1/2 of Section 20;

All of Section 21;

All of Section 22;
All of Section 23, EXCEPT FEC Railroad right of way; EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records.

All of Section 24, EXCEPT FEC Railroad right of way; EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records.

Section 25:
The North 1/2 of Northeast 1/4; Southwest 1/4 of Northeast 1/4; West 1/2; and South 1/2 of Southeast 1/4, Section 25;
The North ¼ of the Southeast ¼;
The Southeast ¼ of Northeast ¼;

All of Section 26;

All of Section 27;
All of Section 28;
The North 1/2 of Northeast 1/4 and Southeast 1/4 of Northeast 1/4 of Section 28;

All of Section 33;
All of Section 34;

All of Section 35, EXCEPT highway right of way for Highway 205;

All of Section 36, EXCEPT North 1/2 of Northeast 1/4 of Southeast 1/4;
EXCEPT Southwest 1/4 of Northeast 1/4 of Southeast 1/4;
EXCEPT highway right of way for Highway 205;

LANDS DESCRIBED IN TOWNSHIP 12 SOUTH, RANGE 29 EAST

All of Section 1;
The Northwest 1/4 of Section 3;
The Northeast 1/4 of Section 4;

LANDS DESCRIBED IN TOWNSHIP 11 SOUTH, RANGE 30 EAST

The Northwest 1/4 of the Northwest 1/4 and Northeast 1/4 of Southwest 1/4 of Section 17;

All of Section 18, EXCEPT right of way for Highway 13 a/k/a Brick Road;
All of Section 19, EXCEPT right of way for Highway 13 a/k/a Brick Road;

All of Section 20, EXCEPT road right of way reserved in T1IF Deed recorded in Deed Book 30, Page 381;

The Northwest 1/4 of the Southwest 1/4 of Section 28;

All of Section 29, EXCEPT road right of way; (unknown)

The Northeast 1/4; North 1/2 of Northwest 1/4; Southeast 1/4 of Northwest 1/4; Northeast 1/4 of Southwest 1/4; South 1/2 of Southwest 1/4; East 1/2 of Southeast 1/4, and a parcel of land in the Northeast corner of the Northwest 1/4 of Southeast 1/4 per Deed Book 9, Page 145 as follows:

Begin at Northeast corner of Northwest 1/4 of Southeast 1/4; thence West 880 feet to center line of brick road; thence South along center line of said brick road 390 feet; thence Eastward 810 feet; thence North to beginning; also a parcel of land in the Southwest 1/4 of Southeast 1/4 per Deed Book 9, Page 277, being the North 125 feet of the South 143 feet of the Southwest 1/4 of Southeast 1/4 West of brick road; all land described in Deed Book 10, Page 221, in Section 30, EXCEPT FEC Railroad right of way; and EXCEPT right of way of Highway 13, a/k/a Brick Road;

The West 1/2 of Section 31, EXCEPT right of way of Highway 205; the Southeast 1/4 of Section 31 and the following lots in first addition to Town of Espanola, Florida, to-wit:

That part of Lots 1 to 8 inclusive, lying West of brick road; Lots 7 to 18 inclusive; Lots 21 to 54 inclusive; according to Plat Book 2, Page 28, St. Johns County Records;

LESS:

A portion of the first addition to the Town of Espanola, Florida lying in Section 31, Township 11 South, Range 30 East, Flagler County, Florida, more particularly described as follows:

The North 131.4 feet of Lot 49; the East 250.0 feet of Burnsed Avenue; all of Lots 50 and 51; and the North 31.4 feet of Lot 52, as described in O.R. Book 498, Page 2002 as corrected in O.R. Book 519, Page 1925; EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records; EXCEPT lands conveyed to Otis S. Hunter in Special Warranty Deed recorded in O.R. Book 61, Page 343; EXCEPT lands conveyed to Espanola Cemetery, Inc. in Warranty Deed recorded in O.R. Book 91, Page 491, Flagler County Records.

The Northwest 1/4 of Northeast 1/4; Southwest 1/4 of Northwest 1/4 and Southwest 1/4, Section 32; EXCEPT highway right of way for Highway 13, a/k/a Brick Road; LESS Railroad right of way; LESS AND EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records.

LANDS DESCRIBED IN TOWNSHIP 12 SOUTH, RANGE 30 EAST

All of Section 4, South and West of FEC Railroad right of way, EXCEPT Southwest 1/4 of Southwest 1/4 of Northwest 1/4; and EXCEPT Northwest 1/4 of Southeast 1/4 of Southeast 1/4;
That part of Northeast 1/4 of Northeast 1/4 lying South and West of FEC Railroad right of way; Northwest 1/4 of Northeast 1/4; the Southeast 1/4 of Northeast 1/4 of Northwest 1/4; West 1/2 of Northeast 1/4 of Northwest 1/4; Northwest 1/4 of Northwest 1/4; South 1/2 of Northwest 1/4; West 1/2 of Southwest 1/4 of Northeast 1/4; East 1/2 of Southeast 1/4 of Northeast 1/4; Northeast 1/4 of Northeast 1/4 of Southeast 1/4; West 1/2 of Northeast 1/4 of Southeast 1/4; Northwest 1/4 of Southeast 1/4; West 1/2 of Southwest 1/4 of Southeast 1/4; East 1/2 of Southeast 1/4 of Southeast 1/4; East 1/2 of Northeast 1/4 of Southwest 1/4; Northeast 1/4 of Southwest 1/4; West 1/2 of Southwest 1/4 of Southwest 1/4; and Southeast 1/4 of Southwest 1/4, Section 5;
EXCEPT part of the East 1/2 of Southeast 1/4 of Northeast 1/4, North of Railroad right of way;
EXCEPT railroad and highway right of way;

All of Section 6;
LESS Northeast 1/2 of the Northeast 1/2 of the Northeast 1/4;

The NE 1/4 of Section 7;
EXCEPT SW 1/4 of SW 1/4 of NE 1/4; N 1/2 of SE 1/4; NE 1/4 of SE 1/4 of SE 1/4, and W 1/2 of SE 1/4 of SE 1/4 North of highway;

The E 1/2 of NE 1/4 of NE 1/4; West 1/2 of West 1/2 of SE 1/4 of NE 1/4; W 1/2 of NE 1/4; SE 1/4 of NE 1/4 of NW 1/4; W 1/2 of NE 1/4 of NW 1/4; W 1/2 of NW 1/4; E 1/2 of SE 1/4 of NW 1/4; SW 1/4 North of highway; W 1/2 of NW 1/4 of SE 1/4; W 1/2 of NE 1/4 of SE 1/4; NE 1/4 of SE 1/4 of SE 1/4; E 1/2 of SE 1/4 of SE 1/4 North of highway; W 1/2 of SW 1/4 of SE 1/4 North of highway, Section 8;

LESS the following:
A parcel of land in Section 31, Township 11 South, Range 30 East and Sections 5, 6, 7 and 8, Township 12 South, Range 30 East, Flagler County, Florida, described as follows:

Beginning at a point of intersection of the Southerly right-of-way line of State Road 205 with a line bearing North 00°28'00" West, from a point having established grid coordinates of X = 307,045.10 and Y = 1,875,430.07 of Zone 3 of the State Coordinate System; thence North 89°25'54" East along said Southerly right-of-way line, 300.00 feet; thence South 00°28'00" East, 4083.10 feet; thence South 48°50'16" East, 10,880.18 feet to a point on the East boundary of the West 1/2 of the Northwest 1/2 of the Southeast 1/2 (West 1/2, Northwest 1/2, Southeast 1/2) of said Section 8; thence South 00°50'26" East, along said East boundary, 403.71 feet; thence North 48°50'16" West, 122.48 feet; thence North 00°28'00" West, 122.48 feet; thence North 00°28'00" West, 4097.30 feet to the Point of Beginning.

The E 1/2 of the NE 1/4 of NE 1/4; the W 1/2 of NW 1/4 of NE 1/4; SE 1/4 of NE 1/4; E 1/2 of SW 1/4 of NE 1/4; NW 1/4 of SW 1/4 of NE 1/4; N 1/2 of NW 1/4; E 1/2 of SW 1/4 of NW 1/4; SE 1/4 of NW 1/4; NW 1/4 of NW 1/4 of SW 1/4; East 1/2 of NW 1/4 of SW 1/4; SW 1/4 of SW 1/4 North of highway; East 1/2 of SW 1/4 North of highway; East 1/2 of SE 1/4; NE 1/4 of SE 1/4 North of Highway; West 1/2 of SE 1/4; SW 1/4 of SE 1/4 North of highway; NE 1/4 of SW 1/4 of SE 1/4; and West 1/2 of SW 1/4 of SE 1/4 North of highway, Section 9;
Tract Two (2), Block Seven (7), Section 9, Township 12 South, Range 30 East said property being also described as the Southwest ¼ of the Southwest ¼ of the Northeast ¼ of Section 9, Township 12 South, Range 30 East, fifteen feet are reserved on each side of each Section and half Section line for public highway purposes, said property being in St. Johns Development Company Subdivision, Plat Book 1, Page 7;

LESS AND EXCEPT from the above Section 9 lands, Exhibit “A” from O.R. Book 74, Page 543; and LESS AND EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records.

LESS AND EXCEPT the following:

A Parcel of land in Section 9, Township 12 South, Range 30 East, Flagler County, Florida described as follows:

Commencing at the Southwesst corner of said Section 9, having established grid coordinates of X = 408,137.21 and Y = 1,866,009.93 of Zone 3 of the State Coordinate System; thence North 00°55'53" West, along the West boundary of said Section 9, a distance of 413.57 feet to the Point of Beginning; thence continue North 00°55'53" West, along said West boundary, 339.96 feet; thence South 62°52'22" East, 852.84 feet; thence North 27°07'38" East, 50.00 feet; thence South 62°52'22" East, 130.15 feet; thence South 00°42'04" East, 130.15 feet; thence South 89°24'05" West, 50.00 feet; thence South 00°42'04" East, 253.27 feet to a point on the Northerly right-of-way line of State Road No. 100; thence South 89°24'05" West, along said Northerly right-of-way line, 300.00 feet; thence North 00°42'04" West, 171.86 feet; thence North 62°52'22" West, 412.06 feet to the Point of Beginning.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The East 1/2 of the SW 1/4 of the NE 1/4 of Section 5, Township 12 South, Range 30 East, Block 7, EXCEPTING THEREFROM 15 feet on each side of said Section and half section line which is reserved for public highway purposes.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The West 1/2 of NE 1/4 of NE 1/4 of Section 8, Township 12 South, Range 30 East, being Tract 2, Block 1, according to the St. Johns Development Company's Subdivision of said Section.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The West 1/2 of NE 1/4 of SW 1/4 of Section 5, Township 12 South, Range 30 East, being also described as Tract 2, Block 11, Section 5, Township 12 South, Range 30 East, as per plat of the St. Johns Development Company's Subdivision recorded in Plat Book 1, Page 7, Flagler County Records.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
Tract 8, Block C, Section 9, Township 12 South, Range 30 East, in the Bunnell Development Company's Allotment as per plat filed with the Clerk of the Circuit Court, Flagler County, Florida.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
Lots 19 and 20 of First Addition of Town of Espanola, Florida according to Plat Book 2, Page 28, St. Johns County Public Records; all being in Section 31, Township 11 South, Range 30 East, Flagler County, Florida.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 8, Township 12 South, Range 30 East, being Tract 1, Block 4, Flagler County, Florida.
LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The NW 1/4 of the SW 1/4, and the SW 1/4 of the NW 1/4 of Section 30, Township 11 South, Range 30 East.

ALSO the abandoned railroad right of way Northwest of a point on the Westerly boundary of the NE 1/4 of the NE 1/4 of Section 5, Township 12 South, Range 30 East, and running to the St. Johns County line, passing through the following Sections: 30, 31 and 32, Township 11 South, Range 30 East; 25, 24, 23, 14, 15, 18, 9, 8, 5, 6, Township 11 South, Range 29 East, 31 Township 10 South, Range 29 East; 36, 28, 25, 27, 22, 21, and 20, Township 10 South, Range 28 East, as described in O.R. Book 73, Page 21.

LESS AND EXCEPT lands conveyed to Espanola Cemetery, Inc. in Warranty Deed recorded in O.R. Book 91, Page 491; and lands conveyed to Florida General Equities, Inc. in Warranty Deed recorded in O.R. Book 134, Page 183; and lands conveyed to John M. Lynham, as Trustee, etc., et al., in Warranty Deed recorded in O.R. Book 180, Page 557; and lands conveyed to Espanola Volunteer Fire Department, Inc. in Deed of Gift recorded in O.R. Book 349, Page 811, all in Flagler County Records.

ALSO beginning at a point 2330 feet Southerly from the Florida East Coast Railway Company's Mile Post 76 on the line from Jacksonville to Key West and 50 feet Westerly from and at right angles to the center line of the Railway Company's main tract; thence Westerly at right angles to said main tract 100 feet; thence Southerly 150 feet Westerly from and parallel to the center line of said main tract, 435.8 feet; thence Easterly, at right angles 100 feet; thence Northerly 50 feet Westerly from and parallel to said main tract 435.8 feet to the Point of Beginning; the land hereby conveyed containing one acre, more or less and being partly in the Northeast 1/4 of the Southwest 1/4 and partly in the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 11 South, Range 29 East, as described in O.R. Book 73, Page 21.

ALSO, starting at the intersection of center line of Florida East Coast Railway with East line of Township 11 South, Range 29 East; thence Northwesterly along said center line 4958 feet; thence Southwesterly and at right angles to said center line 17.5 feet for Place of Beginning; thence Southwesterly and parallel to said center line and 17.5 feet distant therefrom 200 feet; thence Southwesterly and at right angles to said center line 132.5 feet; thence Northwesterly and parallel to said center line 200 feet; thence Northeastly and at right angles to said center line 132.50 feet to Place of Beginning; being part of Northeast 1/4 of Northwest 1/4 of Section 25, Township 11 South, Range 29 East, as described in O.R. Book 73, Page 21.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The North 1/2 of the NE 1/4 of the SE 1/4, and the SW 1/4 of the NE 1/4 of the SE 1/4, Section 36, Township 11 South, Range 29 East, Flagler County, Florida.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
Tract 3, Block 13, Section 5, Township 12 South, Range 30 East, according to the plat of the St. Johns Development Company's Subdivision of said Section 5, recorded in Plat Book 1, Page 7, Flagler County Records.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
Tract 1, Block 3, Section 5, Township 12 South, Range 30 East, according to the plat of the St. Johns Development Company's Subdivision of said Section 5, recorded in Plat Book 1, Page 7, Flagler County Records.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The SE 1/4 of the NE 1/4 of Section 15, Township 11 South, Range 29 East, Flagler County, Florida; LESS AND EXCEPT FEC Railroad right of way.

LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The NE 1/4 of the NE 1/4 of the NW 1/4 of Section 8, Township 12 South, Range 30 East, being Tract One, Block Three.
LAND IN THE COUNTY OF FLAGLER, STATE OF FLORIDA DESCRIBED AS FOLLOWS:
The SE 1/4 of the NE 1/4 of the Southeast 1/4 of Section 5, Township 12 South, Range 30 East, being Tract Three in Block 9.

The West ¼ of the Southeast ½ of the Southeast ¼, being Tract 1, Block 18, Section 5, Township 12 South, Range 30 East, Flagler County, Florida.

The East ¼ of the Southwest ¼ of the Southeast ¼, being Tract 3, Block 15, Section 5, Township 12 South, Range 30 East, Flagler County, Florida.
Permitted Encumbrances

1. All taxes, assessments and similar charges for the year 1999 and all subsequent years, and any and all taxes, assessments and similar charges (including any and all fines, penalties and interest charges in connection therewith) that may be levied, assessed, recaptured or otherwise imposed with respect to the Property or any part thereof for any period before or after the date hereof which result from or arise out of any change in the use of, or other change in circumstances relating to, the Property or any part thereof after the date of hereof.

2. Rights of parties in possession under unrecorded leases and agreements.

3. That certain Timber Cutting Agreement by and between Jefferson Smurfit Corporation (U.S.), Rayonier, Inc. and Grantee dated of even date herewith, as same may be amended and modified from time to time.

4. To the extent they affect the Property, Grantor’s reservations of the “Reserved Timber,” as provided for and described in paragraph 3(f) of that certain Purchase and Sale Agreement dated July 28, 1999, made by and between Rayonier, Inc., a North Carolina corporation, and Jefferson Smurfit Corporation (U.S.), a Delaware corporation, as amended, modified and assigned from time to time. The rights reserved in and to the “Reserved Timber” shall expire by their terms on or before April 14, 2000.

5. Any and all matters not of record as would be disclosed by a current survey or inspection of the Property, including easements, claims of easements, boundary line disputes, overlaps, encroachments, public roads, highways, cemeteries and railroads.

6. Any and all prior reservations, conveyances, grants or leases of minerals of whatever kind or character (including, without limitation, oil, gas, coal, lignite, clay, sand, gravel, rock, aggregate and other minerals) located in, on or under the Property or any part thereof and all rights and easements with respect to the mining, extraction and removal of such minerals.

7. Any and all riparian rights of others in and to any creeks, rivers, lakes, streams, other bodies of water or waterways located on or adjoining the Property or any part thereof.

8. Any and all claims of the sovereign or any other person or entity with respect to portions of the Property which border or are under any body of water.

9. All those matters disclosed on Schedule 1 attached hereto and hereby made a part hereof.
Schedule 1

to

Permitted Encumbrances

Flagler County, Florida

1. RIGHTS reserved in Deed Book 4, Page 335, FLAGLER County Records.

2. Fifteen feet on each side on each Section and half-Section line were reserved for public highway purposes, pursuant to reservations in deeds recorded in Deed Book 18, Page 109 and Deed Book 4, Page 67.

3. Reservations contained in DEED from St. Johns Development Company, a Florida corporation, to Lester Monroe Hodges, dated July 3, 1912, recorded October 7, 1912 in Deed Book 26, Page 310, St. Johns County Records, a certified copy of which was recorded February 26, 1922 in Deed Book 4, Page 310, FLAGLER County Records. (Said Flagler County was formerly a part of St. Johns County, Florida.)


5. Subject to reservations of oil, gas and minerals and/or rights-of-way to Trustees of the Internal Improvement Fund as set forth in Deed No. 125, recorded in Deed 30, Page 381, FLAGLER County Records.

6. EASEMENT granted to Florida Power and Light Company, a Florida corporation, from Container Corporation of America, a Delaware corporation, recorded May 20, 1983 in O.R. Book 213, Page 802, FLAGLER County Records.

7. Subject to reservations of oil, gas and minerals and/or rights-of-way to Trustees of the Internal Improvement Fund as set forth in Deed recorded in Deed Book 25, Page 586, Flagler County Records.
PREPARED BY:
MARK R. BRIDWELL, ESQ.
RAYONIER INC.
P.O. Box 723
FERNANDINA BEACH, FL 32034

RETURN TO:
MARK R. BRIDWELL, ESQ.
RAYONIER INC.
P.O. Box 723
FERNANDINA BEACH, FL 32034

Tax Identification Number: See Exhibit “A”

This deed is exempt from Documentary Stamp Tax under 201.02 F.S. pursuant to Section 3, Chapter 2009-131, Laws of Florida.

NOTICE TO CLERK: This Corrective Special Warranty Deed is being recorded for the purpose of including the legal descriptions, which are attached hereto as Exhibit “B”. The legal descriptions were not included in that certain Special Warranty Deed between Rayonier Forest Resources, L.P. and Timberlands Holding Company Atlantic, Inc., recorded in Book 1959, Page 397 in the office of the Clerk of Court for Flagler County, Florida.

CORRECTIVE SPECIAL WARRANTY DEED
(Flagler County, Florida Property)

THIS SPECIAL WARRANTY DEED is effective the 4th day of August, 2013, from RAYONIER FOREST RESOURCES, L.P., a Delaware limited partnership, (prior to name change known as Rayonier Timberlands Operating Company, L.P., a Delaware limited partnership) authorized for and doing business within the State of Florida, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("Grantor"), to TIMBERLANDS HOLDING COMPANY ATLANTIC, INC., a Delaware corporation, whose address is 1901 Island Walkway, Fernandina Beach, Florida 32034 ("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 those lands and improvements thereon located in Flagler County, Florida as more particularly set forth in the Tax Parcel Identification Numbers set forth on EXHIBIT A, and more particularly described in the attached EXHIBIT B attached hereto and by reference made a part hereof (the "Property").

THIS CONVEYANCE IS SUBJECT TO: Ad valorem property taxes accruing subsequent to December 31, 2012, cemeteries, easements, encroachments, servitudes, covenants, restrictions, zoning ordinances, rights-of-way, outstanding mineral interests, riparian rights, the rights of the public or any governmental entity in and to any portion of the land lying below the ordinary mean high water line of any body of water, and all matters of record or apparent from a survey or inspection of the Property.

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.

This Corrective Special Warranty Deed is given solely for the purpose of including the legal descriptions, which are attached hereto as Exhibit "B". The legal descriptions were not included in that certain Special Warranty Deed between Rayonier Forest Resources, L.P. and Timberlands Holding Company Atlantic, Inc., recorded in Book 1959, Page 397 in the office of the Clerk of Court for Flagler County, Florida.

(SIGNATURES ON FOLLOWING PAGE)
IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the
day and year first above written.

Witnesses:

RAYONIER FOREST RESOURCES, L.P., a
Delaware limited partnership
By: RAYONIER TIMBERLANDS
MANAGEMENT, LLC,
a Delaware limited liability company
Its: Managing General Partner

By: _______________________
    Jeffrey M. Lawrence
Its: Senior Manager, Business Development

By: _______________________
    Mark R. Bridwell
Its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF NASSAU

THE FOREGOING INSTRUMENT was acknowledged before me this 28th day of
February, 2014, by Jeffrey M. Lawrence, as Senior Manager, Business Development and Mark
R. Bridwell, as Assistant Secretary, of RAYONIER TIMBERLANDS MANAGEMENT,
LLC, a Delaware limited liability company, as Managing General Partner of RAYONIER
FOREST RESOURCES, L.P., a Delaware limited partnership, on behalf of such entities and
who are personally known to me.

ELIZABETH M. LOWE
NOTARY PUBLIC
STATE OF FLORIDA
Commission EE136960
Expires 10/10/2015

Print Name: Elizabeth M. Lowe
Notary Public, State of Florida
My Commission Expires: 10/10/15
Commission No.: EE136960
**EXHIBIT “A”**

**Tax Parcel Identification Numbers**

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EXHIBIT "B"

Flagler County, Florida

TOWNSHIP 10 SOUTH, RANGE 29 EAST

Section 34 – That part lying South of the centerline of Barnes Camp Road.

Section 35 – That part lying West of the centerline of County Road No. 13 and South of the centerline of Barnes Camp Road.

TOWNSHIP 10 SOUTH, RANGE 30 EAST

Section 17 – All that part lying West of the Florida East Coast Railway right-of-way; Less that property described in Deed from Rayonier, Inc. to Corprop A&F, Inc., dated December 12, 1995 and recorded in OR Book 545, Page 1611, Flagler County Records.

Section 19 – ALL

Section 20 – All that part lying West of the Florida East Coast Railway right-of-way.

Section 29 – All that part lying West of the Florida East Coast Railway right-of-way.

Section 30 – ALL

Section 31 – ALL, Less and Except the W 1/2 of the SW 1/4.

Section 32 – ALL, Less and Except the right-of-way of the Florida East Coast Railway.

Section 33 – That portion of Section 33 lying West of the Florida East Coast Railway right-of-way.

Section 47 – All that party lying West of the Florida East Coast Railway right-of-way; Less that property described in Deed from Rayonier, Inc. to Corprop A&F, Inc., dated December 12, 1995 and recorded in OR Book 545, Page 1611, Flagler County Records.
TOWNSHIP 11 SOUTH, RANGE 29 EAST

Section 1 – That part lying West of the centerline of County Road No. 13.

Section 2 – That part lying West of the centerline of County Road No. 13.

Section 3 – ALL

Section 4 – ALL

Section 5 – ALL, Except FEC railroad right of way; EXCEPT lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County records.

Section 8 – East 1/2, Except FEC Railroad right of way; Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

Section 9 – ALL, Except FEC Railroad right of way, and Except 1 acre per Deed Book 17, Page 405; Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in O.R. Book 213, Page 795, Flagler County Records.

Section 10 – ALL

Section 11 – ALL

Section 14 – That portion lying West of the western boundary of the abandoned Florida East Coast Railway right-of-way.

Section 15 – North 1/2 of the North 1/2
Less RR r/w and
Less and Except the following described parcels:

Parcel No. F-11.1:

A parcel of land in Section 15, Township 11 South, Range 29 East, Flagler County, Florida, described as follows:

Commencing at the Northwest corner of said Section 15, having established grid coordinates of X=381,350.46 and Y=1,897,393.64 of Zone 3 of the State Coordinate System; thence along the West boundary of said Section 15, South 00°26'34" East, 832.73 feet to the Point of Beginning; thence South 43°00'38" East 663.92 feet to a
point on the South boundary of the North half of the North half of said Section 15; thence South 89°42'46" West, along said South boundary 319.89 feet, more or less, to the Northerly right of way line of the former Florida Est Coast Railroad (100 foot right of way); thence along said right of way line North 43°00'38" West, 192.04 feet to a point on the West boundary of said Section 15; thence along said West boundary, North 00°26'34" West, 347.40 feet to the Point of Beginning.

The Southwest boundary of said parcel to be contiguous with the Northeasterly right of way line of the former Florida East Coast Railroad Right of Way.

**Section 16** – ALL, **Except** FEC railroad right of way; **Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 17** – East 1/2

**Section 20** – East 1/2 of East 1/2;

**Section 21** – ALL

**Section 22** – ALL, **Less and Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 23** – ALL, **Except** FEC Railroad right of way; **Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 24** – ALL, **Except** FEC Railroad right of way; **Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 25** – The North 1/2 of Northeast 1/4; Southwest 1/4 of Northeast 1/4; West 1/2; South 1/2 of Southeast 1/4, North 1/2 of the Southeast 1/4; Southeast 1/4 of Northeast 1/4; **Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 26** – ALL, **Except** lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

**Section 27** – ALL
Section 28 – ALL

Section 29 – The North 1/2 of Northeast 1/4 and Southeast 1/4

Section 33 - ALL

Section 34 – ALL

Section 35 – ALL, Except highway right of way for Highway 205.

Section 36 – ALL, Except North 1/2 of Northeast 1/4 of Southeast 1/4;
Except Southeast 1/4 of Northeast 1/4 of Southeast 1/4;
Except highway right of way for Highway 205;
Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

TOWNSHIP 11 SOUTH, RANGE 30 EAST

Section 4 – All lying West of the Florida East Coast Railway right-of-way, parcel containing 213.8231 acres, more or less, together with the following portion of Section 4:

A Point of Reference being the Northwest corner of Section 4, Township 11 South, Range 30 East, thence North 89°02′28″ East along the North line of Section 4, a distance of 1564.04 feet to the Point of Beginning of this description; thence North 89°02′28″ East along the North line of Section 4 a distance of 1083.47 feet to the North Quarter (1/4) Corner of Section 4; thence North 89°24′09″ East along the North line of Section 4 a distance of 889.37 feet; thence South 14°05′29″ East along the West right-of-way line of U.S. Highway No. 1, a distance of 1857.38 feet to a point of curvature, concave Easterly, having a radius of 5829.65 feet and a central angle of 08°41′49″; thence Southerly along the arc of said curve to the left, a distance of 884.87 feet, said arc subtended by a chord which bears South 18°26′24″ East, a distance of 884.02 feet to a point of tangency; thence South 22°47′18″ East a distance of 2192.67 feet; thence departing U.S. Highway No. 1 67°12′42″ West a distance of 1558.51 feet; thence South 89°52′32″ West along the South line of Section 4 a distance of 998.75 feet to the South Quarter (1/4) Corner; thence South 89°51′30″ West along the South line of Section 4 a distance of 1145.78 feet; thence North 09°09′56″ West along the East right-of-way line of the Florida East Coast Railway a distance of 3240.02 feet; thence departing said railway North 57°08′17″ East a distance of 941.81 feet; thence North 19°09′56″ West a distance of 1544.01 feet to the Point of Beginning, containing 342.6939 acres of land, more or less.
Section 5 – ALL, Less and Except the following Palm Coast Utility Corp. well site SW-115 (description furnished by Palm Coast Utility Corp).
A parcel of land lying in Government Section 5, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference being the Southeast corner of said Section 5; thence South 88°35'11” West 1670.47 feet along the southerly boundary line of said Section 5; thence departing said southerly boundary line North 01°24'49” West 97.40 feet to the Point of Beginning of this description; thence South 64°53'51” West 84.19 feet; thence North 25°06'09” West 100.00 feet; thence North 64°53'51” East 84.19 feet; thence South 25°06'09” East 100 feet to the Point of Beginning of this description. Excepting parcel containing 0.19 acre, more or less.

Section 6 – ALL

Section 7 – ALL

Section 8 – ALL, Less and Except the following Palm Coast Utility Corp. Well site SW-114, (description furnished by Palm Coast Utility Corp.)
A parcel of land lying in Government Section 8, Township 11 South, Range 30 East, Flagler County, Florida, being more particularly described as follows:

From a Point of Reference being the Northeast corner of said Government Section 8; thence South 01°12'30” West 1158.40 feet along the easterly boundary line of said Section 8; thence departing said easterly boundary line North 88°47'30” West 334.35 feet to the Point of Beginning of this description ; thence South 10°21'36” West 60.00 feet; thence North 79°38'24” West 60.00 feet; thence North 10°21'36” East 60.00 feet; thence South 79°38'24” East 60.00 feet to the Point of Beginning of this description, containing 0.08 acres, more or less.

Section 9 – All that part lying West of the Florida East Coast Railway right-of-way

Section 30 – That portion of the South 1/2 of the Southwest 1/4 lying West of the western boundary of the abandoned FLORIDA EAST COAST Railway right-of-way

Section 31 – The West 1/2, Except right of way of Highway 205;
The Southeast 1/4;
The following lots in first addition to Town of Espanola, Florida, to-wit:

That part of Lots 1 to 8 inclusive, lying West of Brick Road; Lots 7 to 18 inclusive; Lots 21 to 54 inclusive; according to plat recorded in Plat Book 2, Page 28, Flagler County Records;
Less a portion of the first addition to Town of Espanola, Florida lying in Section 31, Township 11 South Range 30 East, Flagler County, Florida, more particularly described as follows:

The North 131.4 feet of Lot 49; the East 250.0 feet of Burnsed Avenue; all of Lots 50 and 51; and the North 31.4 feet of Lot 52, as described in OR Book 498, Page 2002 as corrected in OR Book 519, Page 1925;

Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records;

Except lands conveyed to Otis S. Hunter in Special Warranty Deed recorded in OR Book 61, Page 343;

Except lands conveyed to Espanola Cemetery, Inc. in Warranty Deed recorded in OR Book 91, Page 491, Flagler County Records.

Less lands conveyed to Rayonier Timberland Acquisitions Five, LLC by Special Warranty Deed from Rayonier Forest Resources, L.P., dated July 18, 2006, and recorded in OR Book 1460, Page 1333, Flagler County Records.

Section 32 – That portion of the Southwest 1/4 of Northwest 1/4 and Southwest 1/4 lying West of the western boundary of the abandoned FLORIDA EAST COAST Railway right of way.

Except highway right of way for Highway 13, a/k/a Brick Road;

Less Railroad right of way;

Less lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

TOWNSHIP 12 SOUTH, RANGE 29 EAST

Section 1 - ALL

Section 3 – Northwest Quarter (NW 1/4)

Section 4 – Northeast Quarter (NE 1/4)

TOWNSHIP 12 SOUTH, RANGE 30 EAST

Section 4 – That part of Section 4 lying West and South of the Florida East Coast Railway right of way; Less that property described in deeds recorded in OR Book 1720, Page 957; Book 1720, Page 964; Book 1720, Page 950; Book 1929, Page 1753; Book
1179, Page 1867; Book 1774, Page 430; Book 1064, Page 1587; and Book 1980, Page 1621.

Section 5 — All, Less part of the East 1/2 of Southeast 1/4 of Northeast 1/4 North of Railroad right of way; Except Railroad right of way; Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records; Less property described in deeds recorded in OR Book 403, Page 820; Book 415, Page 401; Book 1599, Page 992; Book 1064, Page 1610; Book 1720, Page 957; and Book 1720, Page 964.

Section 6 — All, Less NE 1/4 of NE 1/4 of NE 1/4;
Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records.

Section 7 — NE 1/4 Less SW 1/4 of SW 1/4 of NE 1/4; N 1/2 of SE 1/4; NE 1/4 of SE 1/4 of SE 1/4; and W 1/2 of SE 1/4 of SE 1/4 North of highway.

Section 8 — All, Less and Except NE 1/4 of NE 1/4 of NW 1/4; W 1/2 of SE 1/4 of NW 1/4; W 1/2 of NE 1/4 of NE 1/4; East 3/4 of SE 1/4 of NE 1/4; SE 1/4 of NE 1/4 of SE 1/4; W 1/2 of SE 1/4 of SE 1/4; E 1/2 of SW 1/4 of SE 1/4; E 1/2 of NW 1/4 of SE 1/4;

Section 9 — NW 1/4 less W/2 of SW 1/4 of NW 1/4;
SW 1/4; W 1/2 of NW 1/4 of NE 1/4; W 1/2 of SW 1/4 of SE 1/4;

Fifteen feet are reserved on each side of each Section and half Section line for public highway purposes, said property being in ST. Johns Development Company Subdivision, Plat Book 1, Page 7;

Less and Except that property described in OR Book 74, Page 543, Flagler County Records;
Less and Except lands conveyed to Florida Power & Light Company set forth in Special Warranty Deed recorded in OR Book 213, Page 795, Flagler County Records;
Less and Except the following:

Commencing at the Southwest corner of Section 9, having established grid coordinates of X=408,137.21 and Y=1,866,009.93 of Zone 3 of the State Coordinate System; thence North 00°55'53" West, along the West boundary of said Section9, a distance of 413.57 feet to the Point of Beginning; thence continue North 00°55'53" West, along said West boundary, 339.96 feet; thence 62°52'22" East, 652.84 feet; thence North 27°07'38" East, 50 feet; thence South 62°52'22" East, 130.15 feet; thence South 00°42'04" East, 130.15 feet; thence South 89°17'56" West, 50 feet; thence South
89°24'05" West, along said Northerly right-of-way line, 300 feet; thence North 00°42'04" West, 171.86 feet; thence North 62°52'22" West, 412.06 feet to the Point of Beginning.

Less and Except that portion of the above described property included in the following:

A parcel of land in Section 31, Township 11 South, Range 30 East and Sections 5, 6, 7, and 8, Township 12 South, Range 30 East, Flagler County, Florida, described as follows:

Beginning at a point of intersection of the Southerly right of way line of State Road 205 with a line bearing North 00°28'00" West, from a point having established grid coordinates of X=307,045.10 and Y = 1,875,430.07 of Zone 3 of the State Coordinate System; thence North 89°25'54" East along said Southerly right of way line, 300 feet; thence South 00°28'00" East 4083.10 feet; thence South 48°50'16" East, 10,860.18 feet to a point on the East boundary of the West 1/2 of the Northwest 1/4 of the Southwest 1/4 (W 1/2 of NW 1/4 of SE 1/4) of said Section 8; thence South 00°50'26" East, along said East boundary, 403.71 feet; thence North 48°50'16" West, 11,165.06 feet; thence South 41°09'44" West, 50.00 feet; thence North 00°28'00" West, 4097.30 feet to the Point of Beginning.
Parcel ID: 31-11-30-0000-01050-0000
Class: TIMBER 3S
Taxing District: 5
Acres: 430.34
Owner: RAYONIER ATLANTIC TIMBER CO, C/O RAYONIER TAX SERVICES, POST OFFICE BOX 161139, MOBILE, AL 36616

Land Value: $0
Ag Land Value: $44,830
Building Value: $0
Misc Value: $0
Just Value: $570,437
Assessed Value: $44,830
Exempt Value: $0
Taxable Value: $44,830

Last 2 Sales:
- 8/3/2013: $0, Reason: UNQUAL/TRANSACT OF AFFILIATION
- 10/1/1999: $151,463.00, Reason: QUAL/CREDSIBLE, VERIF/DOC/EVIDEN MLS

Date created: 3/28/2019
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**Last 2 Sales**
- **Date**: 8/3/2013
  - **Price**: 0
  - **Reason**: UNQUAL/TRANSACT OF AFFILIATION
- **Date**: 10/1/1999
  - **Price**: $15146300
  - **Reason**: QUAL/CREDLBLE,VERIF/DOC/EVIDEN MLS

**Taxing District**: 5

**Acres**: n/a

**Physical Address**: n/a

**Date created**: 3/28/2019

**Last Data Uploaded**: 3/28/2019 7:05:39 AM
SITE, GRADING AND DRAINAGE PLAN

WEIR EL = SEE PLAN TO 48.00' OVER RETURN.

STABILIZED CONSTRUCTION ENTRANCE

FDOT #1 COARSE PUBLIC ROAD STABILIZED PIT

ROAD SECTION 20' N.T.S.

18" THICK RIP RAP D OVER 8 OZ NON-WOVEN GEOTEXTILE

10' MIN BANK FOR STABILIZATION DURING GD3B SD11 GD1

N.W.L = 43.00' (FLAGLER COUNTY PROPERTY APPRAISER'S PARCEL 14.79 AC.

BORROW PIT WF-C23 WF-C22 WF-C19

WETLAND LINE 25' WETLAND SETBACK

WF-C27 WF-C54 WF-C47 WF-C28

. (24.8)

WF-C54 WF-C56 WF-C48 WF-C44

(24.5)

WF-C49 23

WF-C42 26

DIRT ROAD 26

WF-C13 28

WF-C32 23

WF-C39 26

WF-C40 23

WF-C36 WF-C37

DIRT ROAD 28

WF-B33

1/2" IRON PIPE "LB ELEVATION=26.36' N.A.V.D. 88 6824 TRAV"

6824 TRAV"