

PREPARED BY/RETURN TO:
CLYDE W. DAVIS, ATTORNEY AT LAW
960185 Gateway Blvd., Suite 104, Amelia
Island, Florida 32034. No examination of
title has been made by me and no expression
or opinion is given as to the condition of title,
the quantity of lands, location of boundaries,
or the existence of liens, encumbrances, taxes,
or covenants or conditions of record.

EASEMENT MODIFICATION AND RESTATEMENT AGREEMENT

KNOW THAT, **LYNN O. McCLOSKEY**, individually and as Trustee of the Lynn O. McCloskey and James W. McCloskey Joint Trust U/T dated December 31, 2014, with full power and authority to sell, convey, protect, manage, conserve, encumber and dispose, all as provided by said Trust and contemplated by F.S. 689.073, whose address is 900 So. Hanley Road, #1-C, Clayton, MO 63105, as Grantor, and **SAND HILL RECYCLING, LLC.**, whose address is 1267 Gerbing Road, Amelia Island, Florida 32034, as successor in interest to Sandhill Recycle Center, Inc., a Florida Corporation, as Grantee, and **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, f/b/o Nassau County Sheriff's Office, whose present mailing address is: 77151 Citizens Circle, Yulee, FL 32097, as Additional Grantee,

WITNESSETH:

That the Grantor and Grantee amend and restate that certain easement agreement (Original Easement hereinafter) originally recorded on March 13, 1998, at OR Book 826, page 332, public records of Nassau County, Florida, and subsequently modified by Easement Modification Agreement recorded on December 14, 2000, at OR Book 962, page 357, public records aforesaid (Modified Easement herein), and then subsequently modified once again by Amended and Restated Easement Agreement dated November 15, 2013, and recorded at OR Book 1889, page 1974, public records aforesaid (Amended and Restated Easement herein); and

RECITALS:

A. The Grantor and Grantee and Additional Grantee agree that:

1. Grantor continues to own the property described in Exhibit A, attached to the aforesaid Amended and Restated Easement Agreement dated November 15, 2013 (Parcel A) and covenants and warrants to Grantee and Additional Grantee that Grantor is lawfully seized and possessed of said property, in fee simple, and has lawful right and authority to grant the easement contained herein, and subject only to that conservation easement, created in favor of Northeast Florida Land Trust, and dated December 30, 2014;

2. Grantee continues to own the property described in Exhibit B, attached to the aforesaid Amended and Restated Easement Agreement dated November 15, 2013 (Parcel B); and further

3. Additional Grantee owns the property described in Exhibit C, attached hereto and incorporated herein by this reference (Parcel C); and

B. The Grantor, Grantee, and Additional Grantee desire that the benefits of the Original

Easement, all as previously amended, and now embodied in the Amended and Restated Easement extend to the Grantee and its successors and assigns, and to the Additional Grantee, its successors and assigns; and

C. The Grantor, Grantee, and Additional Grantee all desire to extend the benefits of the Amended and Restated Easement to Parcel C. and they all mutually agree, individually and jointly and severally, to be bound by all of the agreements, benefits, burdens, term, time, terms, conditions, obligations, limitations, and restrictions contained in the Amended and Restated Easement as if fully set forth herein, all of the same being incorporated and made a part hereof by this reference and applying as set forth therein;

NOW, THEREFORE, in consideration of One Dollar in hand paid, together with the mutual promises, covenants, benefits, and agreements contained herein and received hereby, the parties each hereby agree to alter, modify, amend, change and restate those certain instruments herein described, and to restate the aforesaid Original Easement, Modified Easement, and Amended and Restated Easement, to provide:

1) The **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, f/b/o Nassau County Sheriff's Office, is added to the Amended and Restated Easement as an Additional Grantee, and entitled to all of the privileges, benefits, purposes, and uses of said Amended and Restated Easement, and bound by all of the requirements, limitations, and obligations therein contained;

2) The Parcel C, described in the Exhibit C, appended hereto, is added as an additional, separate benefited parcel to the Amended and Restated Easement.

3) Said easement shall commence on the date that this instrument is last executed by a party to be bound, and shall continue thereafter as provided in the Amended and Restated Easement Agreement dated November 15, 2013

This easement is not exclusive and the rights and benefits attendant are shared with the Grantor, who expressly reserves to itself, and its heirs, successors, and assigns forever, the right to use this easement, as well as to grant similar rights to others.

The burden of this easement may not be enlarged. The rights granted herein are assessable, and each Grantee and Additional Grantee shall be liable, pro-rata, for all of its use thereof, and shall also be responsible for restoration of, and remediation to any sidewalk, roadway, paving, planting, landscaping, fencing, or easement which may be altered, injured, damaged, or destroyed by reason of the installation, modification, use or benefit of this grant of easement.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Steve M. Pine
WITNESS: STEVE M. PINE

Lynn O. McCloskey
LYNN O. McCLOSKEY, Individually
and as Trustee, GRANTOR

Lisa Siddens
WITNESS: LISA Siddens

STATE OF MISSOURI)
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 6TH day of
September, 2017, by LYNN O. McCLOSKEY, who:

is well known to me; or
 produced as identification _____;



ELIZABETH E. WOLFSON
My Commission Expires
June 6, 2020
St. Louis County
Commission #12380981

Elizabeth E. Wolfson
NOTARY PUBLIC

GRANTEE:

SAND HILL RECYCLING, LLC.

BY: Paul W. Edwards
Its: Manager
1267 Gerbing Road
Amelia Island, FL 32034

ATTEST: _____
Its:

Signed, sealed and delivered
in the presence of:

Michael D. Edwards
WITNESS:
PRINT NAME BELOW SIGNATURE
Michael D. Edwards

Robert B. Gipekman
WITNESS:
PRINT NAME BELOW SIGNATURE
ROBERT B. GIPEKMAN

STATE OF FLORIDA)
COUNTY OF NASSAU)

I HEREBY CERTIFY that on this 25th day of September, 2017, before me, an officer duly authorized to take acknowledgments, personally appeared DAVID EDWARDS and _____, well known to me and known to me to be the MANAGER and SECRETARY of SAND HILL RECYCLING, LLC., named as Grantee in the foregoing instrument who acknowledged executing the same in the presence of the two subscribing witnesses freely and voluntarily under authority duly vested in them by the company and _____ have produced Florida Drivers License as identification and who did _____ oath.



David Stokes
NOTARY PUBLIC

ADDITIONAL GRANTEE:

IN WITNESS WHEREOF, Additional Grantee has caused these presents to be issued in its name and its seal affixed hereunto by its proper officers thereunto fully authorized, the day and year first above written.

(SEAL)

BOARD OF COUNTY COMMISSIONERS,
NASSAU COUNTY, FLORIDA

BY: [Signature]
PRINT NAME:
Its: CHAIRMAN

ATTEST: _____
Its: EX OFFICIO CLERK

Signed, sealed and delivered
in the presence of:

[Signature]
WITNESS:
PRINT NAME BELOW SIGNATURE
Michael D. Edwards

[Signature]
WITNESS:
PRINT NAME BELOW SIGNATURE
ROBERT B. LIPPELMAN

Signed and sealed in our presence
as to Chairman Daniel B. Leeper

Michael D. Edwards
Witness

[Signature]
Witness

Michael D. Edwards
Print Name

ROBERT. B. LIPPELMAN
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 18th day of
September, 2017, by **Daniel B. Leeper, Chairman, Board of County
Commissioners**, and who are personally known to me.



[Signature]
Notary Public, State of Florida
My Commission Expires:

Attest:

[Signature]
John A. Crawford
Its: Ex-Officio Clerk

Signed and sealed in our presence
as to Ex-Officio Clerk John A. Crawford

Brenda Liville
Witness

Melissa Lucey
Witness

Brenda Liville
Print Name

Melissa Lucey
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 2nd day of
October, 2017, by **John A. Crawford, Ex-Officio Clerk of the
Nassau County Board of County Commissioners**, and who are personally known
to me.

LAURA M. BUTLER
Notary Public, State of Florida
My Comm. Expires February 17, 2019
Commission No. FF 941291

[Signature]
Notary Public, State of Florida
My Commission Expires:

EXHIBIT A

PARCEL A

**The North one-half of Section 8, Township 3 North, Range 26 East, Nassau County,
Florida, less and except all conveyances of record.**

EXHIBIT B

PARCEL B

Parcel 1

The North one-half of the Southeast one-quarter of Section 8, Township 3 North,
Range 26 East, Nassau County, Florida

and

PARCEL 2:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING IN THE JOHN D.
BRADDOCK DONATION, SECTION 43, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA;
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT FOUND AT THE NORTHWEST CORNER OF SAID SECTION 43;
THENCE NORTH $88^{\circ}39'45''$ EAST ALONG THE NORTH LINE OF SAID SECTION 43, A DISTANCE OF 1,336.25 FEET
TO A CONCRETE MONUMENT FOUND MARKING THE NORTHEAST CORNER OF THE NORTHWEST
ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 43 AND THE POINT OF BEGINNING;
THENCE CONTINUE NORTH, $88^{\circ}39'45''$ EAST, ALONG SAID LINE, A DISTANCE OF 1,336.07 FEET TO A CONCRETE
MONUMENT FOUND MARKING A CORNER COMMON TO SECTIONS 8 AND 9, SAID TOWNSHIP AND RANGE;
THENCE SOUTH $01^{\circ}10'01''$ EAST, A DISTANCE OF 1,319.64 FEET TO A CONCRETE MONUMENT SET; THENCE
SOUTH $88^{\circ}40'49''$ WEST, A DISTANCE OF 1,342.75 FEET TO A CONCRETE MONUMENT FOUND MARKING THE
SOUTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID
SECTION 43; THENCE NORTH $00^{\circ}52'35''$ WEST ALONG THE EAST LINE OF SAID NORTHWEST ONE-QUARTER OF
THE NORTHWEST ONE-QUARTER, A DISTANCE OF 1,319.25 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

“Parcel C to maintain a parallel construction with Exhibits A and B”

The following parcels of real property located in Section 43, Township 3, North, Range 26, Ease, Nassau County, Florida, as to which title is held by Board of County Commissioners of Nassau County, Florida, and being more particularly identified and described as:

Tax Parcel ID# 43-3N-26-0000-0001-0010, as more particularly described in that certain deed recorded on or about October 19, 1987, at OR Book 0593, page 0093, public records of Nassau County, Florida.

Tax Parcel ID# 43-3N-26-0000-0001-0020 as more particularly described in that certain deed recorded on or about October 30, 1991, at OR Book 0639, page 1274, public records of Nassau County, Florida.

Tax Parcel ID# 43-3N-26-0000-0001-0030 as more particularly described in that certain deed recorded on or about October 29, 1990, at OR Book 0610, page 1186, public records of Nassau County, Florida.

Tax Parcel ID# 43-3N-26-0000-0001-0040 as more particularly described in that certain deed recorded on or about June 13, 1991, at OR Book 0628, page 0995, public records of Nassau County, Florida.