

PREPARED BY/RETURN TO:
Michael S. Mullin, Esq.
Nassau County Attorney
96135 Nassau Place, Suite 6
Yulee, Florida 32097

No examination of title has been made by me, and no expression or opinion is given as to the condition of title, quantity of lands, location of boundaries, or the existence of liens, encumbrances, taxes, covenants, or conditions of record.

EASEMENT AGREEMENT FOR INGRESS AND EGRESS

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS (“Easement Agreement”) is entered into by and between **SANDHILL RECYCLING, LLC**, with a principal address of 1267 Gerbing Road, Fernandina Beach, Florida 32034 (“Grantor”), and **NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, with a principal place of business address of 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (“Grantee”).

RECITALS

The Grantor and Grantee agree as follows:

1. Grantor is the owner, in fee simple, of certain lands situated in Nassau County, Florida, being more particularly described in Exhibit A, attached hereto and made a part hereof (hereinafter referred to as “Servient Tenement” or “Parcel A”).
2. Grantee is the owner, in fee simple, of certain lands being more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as “Dominant Tenement” or “Parcel B”).
3. Grantee has requested that Grantor provide an easement for ingress and egress to and from Parcel B over and across a portion of Parcel A, being more particularly described in Exhibit C, attached hereto and made a part hereof (hereinafter referred to as “Easement Premises” or “Parcel C”).
4. Grantor has agreed to provide Grantee with the easement requested and the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

I. GRANT OF EASEMENT FOR INGRESS AND EGRESS

Grantor does hereby grant and convey to Grantee, its, successors, assigns, mortgagees, employees, guests, and invitees, as an easement appurtenant to Parcel B, a perpetual, non-exclusive easement sixty (60) feet in width for ingress and egress by vehicular and pedestrian traffic to and from Parcel B to publicly dedicated rights-of-way, in accordance with and subject to the terms and conditions set forth in this agreement, over, upon and across Parcel C (hereinafter referred to as the "Easement Premises").

II. TERMS AND CONDITIONS OF ACCESS EASEMENT

The Access Easement is subject to the following terms and conditions:

- a. Grantee agrees, at Grantee's expense (but with the right to obtain such contribution as it can from the other users of such roadway) to maintain the graded roadway currently located on the Easement Premises in its current condition, or as widened to sixty (60) feet as permitted by this Easement Agreement, sufficient for the comfortable passage of automobiles and light-duty trucks, and shall, at its expense, make necessary repairs to, or restorations of, such roadway. Grantee also agrees, at Grantee's expense, to maintain the Easement Premises in a neat and attractive manner free from litter and debris.
- b. Exclusive use of the Easement Premises is not hereby granted, and Grantor retains the right to use the Easement Premises for any lawful purpose which does not unreasonably interfere with the business of any persons or entities owning property adjacent to the Easement Premises or the rights and privileges herein granted to Grantee. Grantor may grant similar easement rights to other users of the roadway, and Grantee hereby agrees to use the easement with due consideration for the rights of the Grantor and the easement holders. Nothing herein shall be construed as granting access to any law enforcement sensitive, public safety sensitive, or secure areas of the adjacent or adjoining areas of Grantee's property.
- c. The Easement Premises shall be used as a roadway solely for access and may not be used for parking purposes by Grantor or Grantee or their guests, members and/or invitees.
- d. Grantor acknowledges, understands, and agrees that Grantee may be required to install and/or maintain pipes conduits, wires, water or sewer lines or utilities (collectively "infrastructure") under, upon or over the Easement Premises as part of the contemplated public safety training facility to be constructed on Grantee's adjacent parcel. Grantor agrees Grantee shall be permitted to install and/or maintain infrastructure. Grantee's installation and/or maintenance of infrastructure shall not unreasonably interfere with the business of

Grantor or any persons or entities entitled to use of Grantor's property or Easement Premises.

- e. Unless otherwise mutually agreed or as instructed by Grantor, Grantee shall maintain and keep locked the gate which is currently located at the entrance to the Easement Premises on County Road 108. Grantee shall at all times make sure that Grantor and, at Grantor's request, any other authorized users of the roadway, are provided with the current keys for such lock. Grantee shall not install any other gate or other barrier to ingress and egress at any point along the roadway nor permit any obstruction of the Easement Premises without the prior written consent of Grantor, and if required by Grantor, any other party which the easement shall be granted from time to time.
- f. This grant does not create or convey any rights whatsoever to the general public to use the easement.
- g. In the event that the roadway on Easement Property interferes with or impedes the natural drainage on the Servient Tenement, Grantee shall, at Grantee's expense, install the appropriate culverts or other conduits to prevent the build-up of water on the Servient Tenement.

III. EASEMENT TO BE APPURTENANT

All provisions of this instrument, including the benefits and burdens, shall run with the title to Parcel A and Parcel B and shall be binding upon and inure to the benefit of the heirs, successors, assigns, tenants, invitees, employees, agents or representatives of the parties hereto. Wherever the term "Grantor" or "Grantee" may be used in this instrument, the term shall include the heirs, successors or assigns of the respective party, and shall not be construed to be solely a personal covenant of the named party.

IV. OBLIGATIONS OF GRANTOR

Notwithstanding anything in this Agreement to the contrary, the Grantor shall have no maintenance, repair or restoration duties or obligations for costs or expenses of any sort relating to the Easement Premises.

V. TITLE

Grantor hereby covenants and warrants to Grantee that Grantor is lawfully seized and possessed of Parcel A in fee simple and has the lawful right and authority to grant the easements herein contained without the joinder or consent of any other person and will warrant and defend the title to the easements herein granted and every part thereof against all persons claiming by, through or under Grantor, but against none other.

VI. RELEASE

This Easement Agreement and the rights created hereby may be canceled, terminated and released by the execution and recording by Grantee, his heirs, successor and assigns, of a release in the form of a quitclaim of the easement, which may be delivered to Grantor, his heirs, successors or assigns, at their last known address as maintained in the records of the Office of the Property Appraiser of Nassau County, Florida whereupon the easement shall be terminated. For convenience, such abandoning instrument may run to the “owner or owners and all parties interested” in Parcel A and the Easement Premises.

VII. AMENDMENTS

This Agreement may be amended only by written agreement in recordable form executed by the parties hereto or their respective heirs, successors, assigns and successors-in-title.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained, and there are no other agreements, oral or written, between the parties with respect thereto.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Easement Agreement has been executed by the Grantor and accepted in writing by the Grantee upon the dates set forth below.

Signed and sealed in our presence:

SANDHILL RECYCLING, LLC

Michael D Edwards
Witness

By: David Edwards
David Edwards

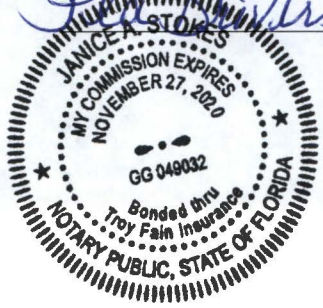
Michael D. Edwards
Print Name

[Signature]
Witness

Cryde W. Davis
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 18th day of September, 2017, by **David Edwards, Representative of Sandhill Recycling, LLC**, who is { } personally known to me or { id } produced Florida Drivers License as identification.



Janice A. Stokes
Notary Public, State of Florida
My Commission Expires:

ACCEPTANCE

The foregoing Easement Agreement is accepted upon this date.

NASSAU COUNTY BOARD OF COUNTY
COUNTY COMMISSIONERS

Daniel B. Leeper
Daniel B. Leeper
Its: Chairman

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

Michael D. Edwards
Witness

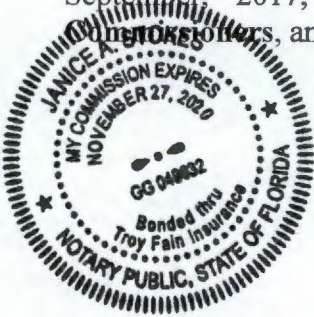
[Signature]
Witness

Michael D. Edwards
Print Name

Clyde W. Davis
Print Name

STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me on this 28th day of
September, 2017, by **Daniel B. Leeper, Chairman, Board of County**
Commissioners, and who are personally known to me.



Janice A. Stokes
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 Linville
Witness

Melissa Lucey
Witness

Brenda Linville
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

Laura M. Butler
Notary Public, State of Florida
My Commission Expires:

EXHIBIT A

INSTR # 201332210, Book 1889, Page 1982 Doc Type D, Pages 2, Recorded 11/20/2013 at 11:54 AM, John A Crawford, Nassau County Clerk of Circuit Court, Deed Doc. D \$3543.40 Rec. Fee \$18.50

(V)

Corporate Warranty Deed

This Indenture, made, November 15, 2013 A.D. Between Sandhill Recycle Center, Inc., a Florida Coproration whose post office address is: 153326 CR 108, Yulee, Florida 32097, a coproration exisling under the laws of the State of Florida, Grantor and Sand Hill Recycling, LLC, a Florida Limited Liability Company whose post office address is: 1267 Gerbing Road, Amelia Island, Florida 32034, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Nassau, State of Florida, to wit:

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

Together with Easement rights contained in Easement Agreement for Ingress and Egress recorded in Official Records Book 826, page 332, as amended by Easement Modification Agreements recorded in Official Records Book 962, page 357 and Official Records Book 1845, page 20 of the public records of Nassau County, Florida.

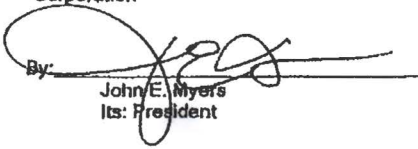
Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 08-3N-26-0000-0004-0000

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

Sandhill Recycle Center, Inc., a Florida Corporation

By: 
John E. Myers
Its: President

Signed and Sealed in Our Presence:



Witness
Print Name: Lorie L. Chism



Witness
Print Name: Casey D. Lott

(Corporate Seal)

EXHIBIT B

BK0610PG1186

OFFICIAL RECORDS

SPECIAL WARRANTY DEED

OCT 29 1990

THIS SPECIAL WARRANTY DEED, made this 23rd day of October, 1990, between IFT RAYONIER INCORPORATED, a Delaware corporation, qualified to do business in the State of Florida, hereinafter called the Grantor, and NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is: Post Office Box 1010, Fernandina Beach, Florida 32034, hereinafter called the Grantee:

W I T N E S S E T H:

That the GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars, to it in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the GRANTEE, their heirs and assigns forever, the following described land, to wit:

Northwest One-quarter (NW 1/4) of Northwest One-quarter (NW 1/4) of Northwest One-quarter (NW 1/4) of the John D. Bradcock Donation, section 43, Township 3 North, Range 26 East, NASSAU COUNTY, FLORIDA.
Said lands containing Ten (10) acres, more or less.

SUBJECT TO AND RESERVING unto the Grantor, its successors and assigns forever, all oil, natural gas and fugitive hydrocarbons lying 500 feet or more below the surface level of the property hereby conveyed, and further RESERVING unto the Grantor, its successors and assigns forever, the right to capture, extract and control any such subsurface oil, natural gas, or fugitive hydrocarbons, and to receive therefrom and therefor all proceeds, royalties, premiums, rents and bonuses as may from time to time be or become paid or payable; HOWEVER, such reserved rights to subsurface oil, natural gas and fugitive hydrocarbons does not include concomitant right of surface entry for exploration, drilling or other entry by man or material upon the surface of the property hereby conveyed which would damage or impair the then existing surface use of the property.

FURTHER EXCEPTING FROM THIS GRANT, AND RESERVING unto the Grantor, its successors or assigns, any and all timber reservations of record and the rights therein and thereto; and, EXCEPTING from this Grant, and RESERVING unto the Grantor, its successors or assigns, for a period not to exceed SIX months from the date of this grant, all and whatsoever timber and forest products situate in or upon the herein described land, for harvest and removal by Grantor at its discretion, TOGETHER WITH all appropriate and necessary rights of access by the most efficient routes as will permit optimal harvest and removal, PROVIDED, HOWEVER, if Grantor exercises the rights herein provided the property shall be clear cut, except for a buffer strip, with stumps and roots removed.

SUBJECT FURTHER TO:

- (a) The lien of accrued but unpaid ad valorem property taxes, if any, for the year of the grant.
- (b) Restrictions, reservations and covenants of record, and easements and rights of way of record or apparent from an inspection of the land.
- (c) Rights of Amoco Production Company, its successors and assigns, as identified at Official Records Book 468,

STATE OF FLORIDA
 COUNTY CLERK
 NASSAU COUNTY
 00030
 8250

EXHIBIT B

page 243 et seq., Public Records of Nassau County, Florida. **BK0610Pg1 187**
OFFICIAL RECORDS

(d) Existing zoning classification, if any.

FURTHERMORE, the **GRANTOR** **QUITCLAIMS** and conveys to **GRANTEE**, their successors and assigns forever:

(1) all rights, title or claim of interest of Grantor in and residual or underlying title of any public street(s) or right(s) of way traversing the land herewith conveyed, and

(2) all right, title or claim of interest of Grantor in and under any right(s) of re-entry for breach of condition subsequent, or right(s) of reverter reserved in favor of Grantor in, by, under or through any form or manner of prior estate or interest conferred upon any party whatsoever and relating to any estate or interest in land encompassed within, traversing, or existing appurtenant to the lands or estate herewith conveyed.

ALSO SUBJECT FURTHER to all Covenants, Easements, Restrictions and Reservations of record, if any, **AND** to taxes accruing subsequent to December 31, 1989.

TO HAVE AND TO HOLD the same unto the said **GRANTEE** in fee simple.

And the **GRANTOR** does hereby covenant with the **GRANTEE** that, except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under him, but against none other.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed in its name by its proper and duly authorized corporate officers, upon the date above given.

Witnesses:
Debra Lillis
Charlotte M. Keiper
ITT RAYONIER INCORPORATED
BY: William S. Berry President
Attest: James L. Adams Secretary
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF NASSAU 5948
The foregoing instrument was acknowledged before me this 02nd day of October, 1990, by William S. Berry and James L. Adams as President and Assistant Secretary, respectively, of **ITT RAYONIER INCORPORATED**, a Delaware corporation, on behalf of the corporation.

Debra S. Adams
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires Sept. 18, 1991

EXHIBIT C

MANZIE & DRAKE LAND SURVEYING



LEGAL DESCRIPTION

60' INGRESS, EGRESS AND UTILITY EASEMENT
PREPARED FOR NASSAU COUNTY
JULY 1, 2017

THE WEST 60 FEET OF:

FRACTIONAL SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 8, TOWNSHIP 3
NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA, ALSO KNOWN AS THE
NORTH ONE-HALF (N1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION
8, TOWNSHIP 3 NORTH, RANGE 26 EAST, NASSAU COUNTY, FLORIDA.

A handwritten signature in black ink, appearing to read "Michael A. Manzie".

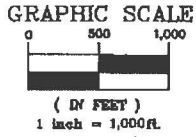
MICHAEL A. MANZIE, P.L.S.
FLORIDA REGISTRATION NO. 4069
JOB NO. 19876 7/1/17

Sheet 1 of 2

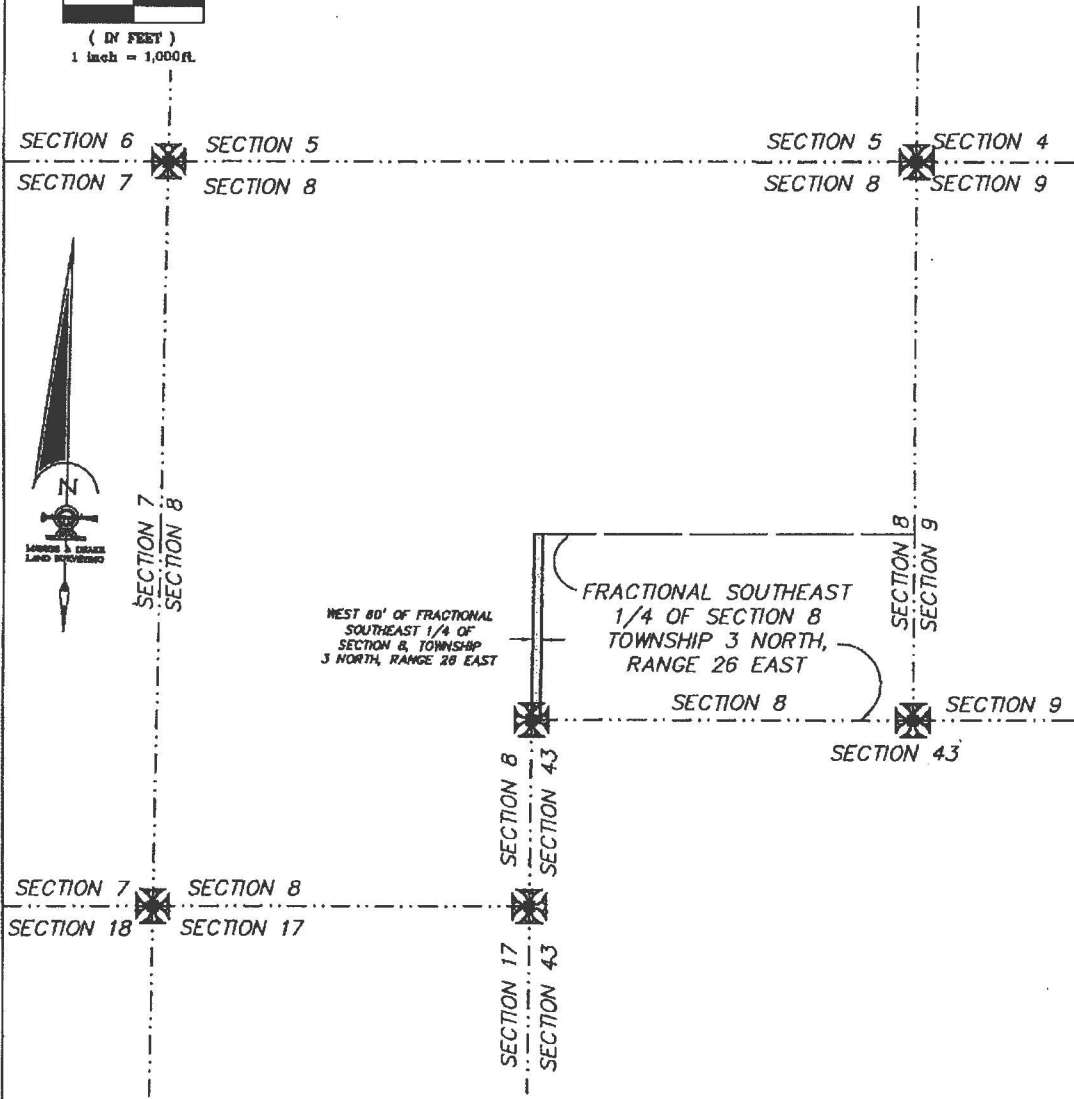
117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904) 491-5700 • FAX (904) 491-5777 • TOLL FREE (888) 832-7730
www.manzieanddrake.com

EXHIBIT C

MANZIE & DRAKE LAND SURVEYING
SKETCH OF LEGAL DESCRIPTION



(LEGAL DESCRIPTION ATTACHED)
(THIS IS NOT A BOUNDARY SURVEY)



JOB NO. 19876
SHEET 2 OF 2

117 SOUTH 9TH STREET, FERNANDINA BEACH, FL 32034
OFFICE (904)491-5700 * FAX (904)491-5777
WWW.MANZIEANDRAKE.COM