

AGREEMENT FOR THE EXCHANGE OF REAL PROPERTY

This Agreement for the Exchange of Real Property (hereafter "Agreement"), which becomes effective on the 16th day of January, 2019 (hereafter "Effective Date"), is made and entered into, by, and between the **SHERIFF OF NASSAU COUNTY, FLORIDA**, a constitutional officer of the State of Florida, located at 77151 Citizens Circle, Yulee, Florida 32097, (hereinafter "Sheriff") the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, 96135 Nassau Place, Suite 1, Yulee, Florida 32097 (hereafter "County"), and **SAND HILL RECYCLING, LLC**, 153326 CR. Road 108 Yulee, Florida, a Florida Limited Liability Company whose post office address is 1267 Gerbing Road, Amelia Island, Florida 32034 (hereafter "Sand Hill").

WHEREAS, the Nassau County Sheriff's Office ("NCSO") and the County are desirous, and in the process, of building a public safety training center ("Training Center") on property adjoining that owned and operated by Sand Hill; and

WHEREAS, the parties agree that an exchange of property by and between Sand Hill and Nassau County will facilitate the construction of the training facility and benefits both parties;

WHEREAS, the parties' exchange of real property for Sand Hill is parcel 43-3N-26-0000-0001-0050 as owned by Sand Hill Wet Deck LLC, for a parcel of real property owned by the County and included in parcel 43-3N-26-0000-0001-0030 and 43-3N-26-0000-0001-0010, with a transfer of ownership in fee simple;

NOW THEREFORE, in consideration of the mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by the Sheriff, the County, and Sand Hill as having been given and received in full, the Sheriff, the County, and Sand Hill each intend to be legally bound and hereby agree as follows:

1. **Responsibilities of Sand Hill.** In furtherance of the exchange of certain parts or sections of real property to be exchanged as a barter or trade, Sand Hill agrees to the following:
 - a. Complete and provide to the County and the Sheriff a new Map of Boundary & Topographic Survey. This Map and Boundary and Topographic Survey ("Survey") shall comprise all boundaries, easements, or any other noteworthy features routinely and usually included on a survey, of all 40 acres of the site designated for the training complex. This Survey shall be contracted, and paid for, by Sand Hill. This survey contract engagement by Sand Hill shall be done immediately upon the effective date of this Agreement, if not already begun, with the Survey to be completed as soon as possible by the contracted surveyor. Survey to be provided to the Sheriff and Nassau County for review and approval.
 - b. A second survey map shall be completed that will delineate all of the parcels and land to be transferred and deeded to Nassau County ("Transfer Survey").

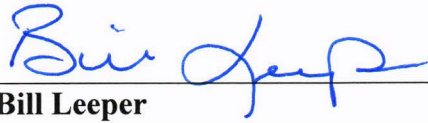
CS-18-159

Similarly, this Transfer Survey must delineate all of the parcel and any easements or noteworthy features routinely and usually included on a survey of the land to be transferred and deeded to Sand Hill.

- c. Sand Hill agrees to construct a perimeter road (“Road”) around the Training Center property. The Road will have no less than 16ft of driving surface area and at least one side ditched for adequate draining sufficient to permit heavy law enforcement and fire apparatus to drive down the Road. This Road construction shall begin no later than 30 days after the transfer of real property pursuant to this Agreement, and completed within 90 days after construction begins. Said road shall be included in the site plan for review and approval by the Nassau County Development Review Committee.
 - d. In addition to the north, east, and west perimeter roads to be constructed under Paragraph 1.(c) in this Agreement, Sand Hill shall also construct an additional ingress or egress road surface paralleling the north/south cemetery access road designed in such a manner that a fence may be placed between the two roadways. This ingress or egress road or road surface construction shall begin no later than 30 days after the transfer of real property pursuant to this Agreement, and completed within 90 days after construction begins. This shall also be included in the site plan to be approved by the Nassau County Development Review Committee.
 - e. All debris disturbed or created during construction of the road will be removed. Burning of legal debris from the construction on site will be allowed as a method of removal, as otherwise allowed or permitted by Nassau County Ordinance or State or Federal law.
2. **Land Involved.** More specifically, the property to be considered for this exchange and transfer of ownership in fee simple are more described as:
- a. Sand Hill is requesting that the County of Nassau exchange approximately 467.97’ of parcel 43-3N-26-0000-0001-0030 beginning approximately 100’ east of the northwest boundary of the parcel, south 100’ and then running along an easterly line to the boundary of parcel 43-3N-26-0000-0001-0010 and continuing east from that boundary line another 567.97’ of parcel 43-3N-26-0000-0001-0010 to a point on the easterly line of parcel 43-3N-26-0000-0001-0010 approximately 100’ south of the Northeast corner of the Parcel.
 - b. In exchange Sand Hill will deed to the County a portion of parcel 43-3N-26-0000-0001-0050 beginning at a point 100’ south of the northwest boundary of the Parcel and then traveling approximately 100’ east and then measuring south along a parallel line of the Parcel’s western boundary approximately 1,219.31’.

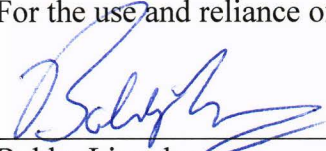
3. Responsibility of the County and Sand Hill:

- a. Subject to a final review and approval of the final Survey prepared pursuant to this Agreement by all parties and review and approval of the site plan, the Parties may finalize the transfer of title and ownership of real property in fee simple to the other, by execution of deeds in furtherance of this Agreement.
 - b. All cost related to the transfer of land incurred by any party to this Agreement, including but not limited to, document stamps, recording fee, attorney's fees, etc. will be paid by Sand Hill.
4. **Liability.** Each party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors and agents. Nothing contained herein shall constitute a waiver by County or the Sheriff, or their agents, employees, or designees, of sovereign immunity or a waiver of the limitations on liability, claims, or judgments as set forth in section 768.28, Florida Statutes.
5. **Entire Agreement and Prior Understandings.** This Agreement contains the entire memorialization of mutual assent between the parties and is intended as a final expression of the parties' agreement with respect to all terms included in this Agreement. This Agreement supersedes any and all prior agreements, negotiations, stipulations, understandings, or representations.
6. **Construction and Application.** The section headings or titles in this Agreement are for convenience only and not a part hereof and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall not be construed against either party as the "drafter" of this Agreement, as the intent of the parties and resulting Agreement is a collaborative effort of both parties.
7. **Severability.** Each provision of this Agreement is intended to be severable. If any court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal or unenforceable in any respect, the rest of the Agreement will remain in force.
8. **Amendment.** Any alterations, amendments, deletions, or waiver of any provisions of this Agreement shall be done in writing and signed by both parties. No alteration, amendment, deletion, or waiver of any provision shall become valid or effective until executed in conformity with this paragraph.



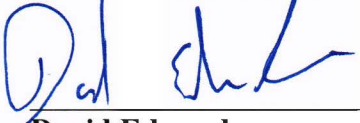
Bill Leeper
Sheriff of Nassau County, Florida

For the use and reliance of Bill Leeper, Sheriff, only, approval as to form and legal sufficiency:



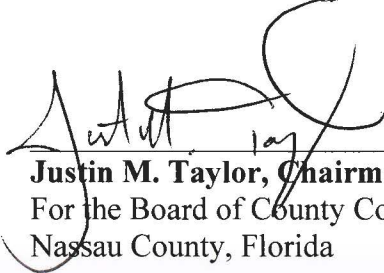
Bobby Lippelman
General Counsel
Nassau County Sheriff's Office

SAND HILL RECYCLING, LLC



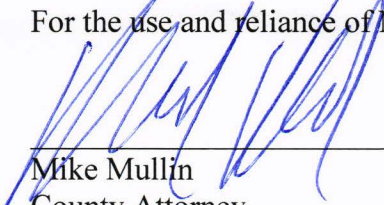
David Edwards
Manager
1267 GERBING ROAD
AMELIA ISLAND, FL 32034

NASSAU COUNTY BOARD OF COMMISSIONERS



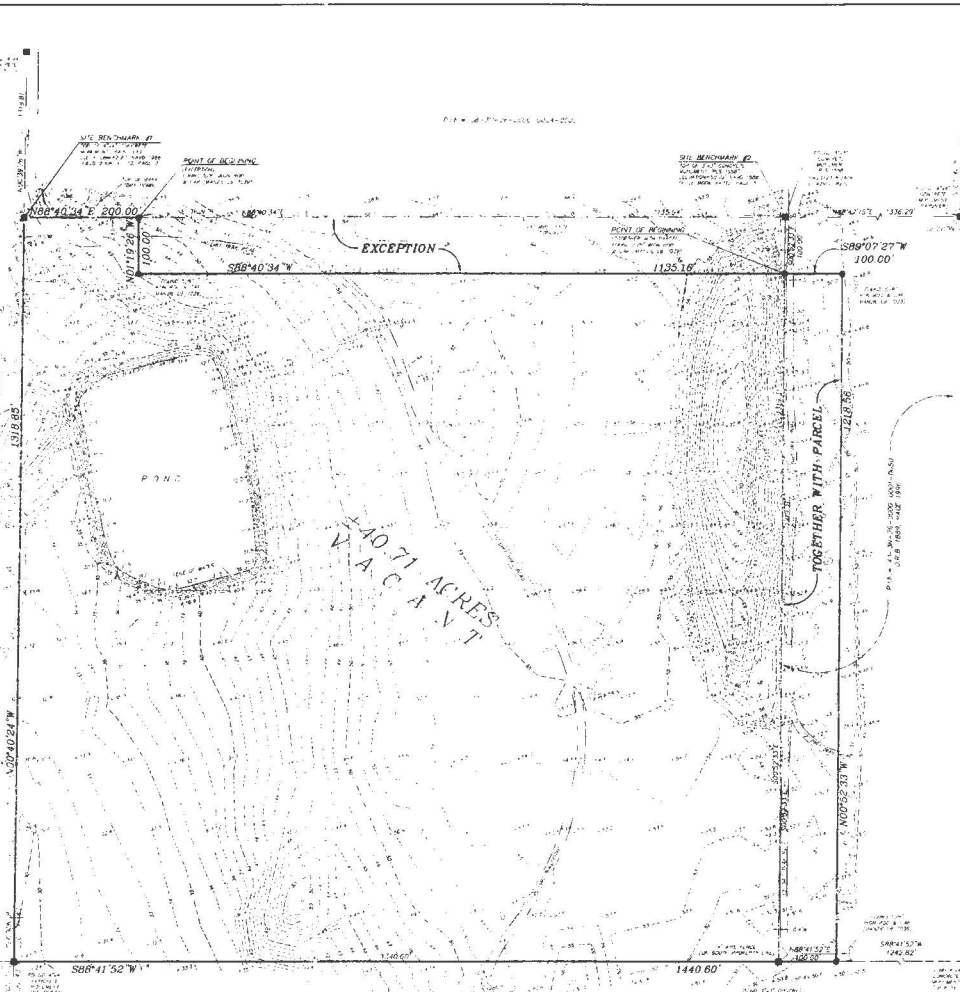
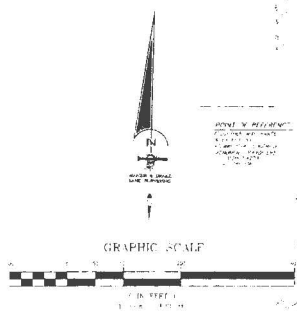
Justin M. Taylor, Chairman
For the Board of County Commissioners
Nassau County, Florida

For the use and reliance of Nassau County only, approval as to form and legal sufficiency:



Mike Mullin
County Attorney
Nassau County, Florida

REVISIONS:
1. BEARING AND DISTANCE TO CORNER FROM TO BOUNDARY DIMENSIONS TO SHOW INTERIOR CORNER BEARS AND TO SHOW ADDITIONAL TOPOGRAPHIC INFORMATION ON TOPOGRAPHIC PARCELS



LEGEND:
1. CONTOUR INTERVAL (FOOT)
2. 1/4 SECTION BOUNDARY
3. 1/4 SECTION BOUNDARY
4. 1/4 SECTION BOUNDARY

SURVEY NOTES:
1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING BOARD RULES AND REGULATIONS.
2. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. THE BEARING IS MEASURED FROM THE FORESIGHT TO THE BACKSIGHT.
4. THE POSITION OF EACH POINT IS DETERMINED BY TRIANGULATION.
5. THE BENCH MARK IS THE POINT OF ORIGIN FOR THE SURVEY.
6. THE BENCH MARK IS THE POINT OF ORIGIN FOR THE SURVEY.
7. THE BENCH MARK IS THE POINT OF ORIGIN FOR THE SURVEY.
8. THE BENCH MARK IS THE POINT OF ORIGIN FOR THE SURVEY.
9. THIS SURVEY IS PROTECTED BY COPYRIGHT AND IS CERTIFIED ONLY TO THE EXTENT THAT IT APPEARS ON THIS SURFACE. NO OTHER RIGHTS ARE GRANTED HEREIN. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY THIS SURVEY OR BY ANY INSTRUMENTS THEREFROM. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY DAMAGE TO ANY PERSON OR PROPERTY CAUSED BY THIS SURVEY OR BY ANY INSTRUMENTS THEREFROM.

MAP OF BOUNDARY & TOPOGRAPHIC SURVEY

OFFICIAL RECORDS, BOOK 1714, PAGES 1186 & 1187 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
NORTHWEST ONE-QUARTER (NW 1/4) OF NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. SAID LANDS CONTAINING TEN (10) ACRES, MORE OR LESS.

TOGETHER WITH:
OFFICIAL RECORDS, BOOK 539, PAGES 92 & 94 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
ALL THAT CERTAIN PARCEL OR TRACT OF LAND LYING IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. SAID LANDS CONTAINING TEN (10) ACRES, MORE OR LESS.

TOGETHER WITH:
OFFICIAL RECORDS, BOOK 639, PAGES 1274 & 1275 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
SOUTHWEST ONE-QUARTER (SW 1/4) OF NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA. SAID LANDS CONTAINING TEN (10) ACRES, MORE OR LESS.

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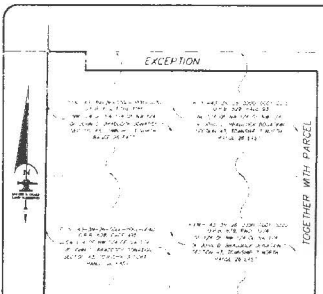
TOGETHER WITH:
A PARCEL OF LAND SITUATE IN THE JOHN D. BRADDOCK DONATION, SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 43, THENCE NORTH 88°40'34\"/>

LESS AND EXCEPT:
A PARCEL OF LAND SITUATE IN THE JOHN D. BRADDOCK DONATION, SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 43, THENCE NORTH 88°40'34\"/>

CONTAINING 2.67 ACRES MORE OR LESS.

LESS AND EXCEPT:
A PARCEL OF LAND SITUATE IN THE JOHN D. BRADDOCK DONATION, SECTION 43, TOWNSHIP 3 NORTH, RANGE 28 EAST, NASSAU COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 43, THENCE NORTH 88°40'34\"/>

CONTAINING 2.67 ACRES MORE OR LESS.



CERTIFIED TO: NASSAU COUNTY FACILITIES MAINTENANCE DEPARTMENT

THE INFORMATION SHOWN HEREON MEETS THE STANDARDS FOR SET FORTH BY THE SURVEYING BOARD OF PROFESSIONAL SURVEYORS AND ENGINEERS OF THE STATE OF FLORIDA. THIS CERTIFICATE IS VALID ONLY FOR THE STATE OF FLORIDA AND IS NOT VALID IN ANY OTHER STATE OR COUNTRY.

Map & Drake Lanni Surveying
1717 S.W. 4th Street, Tallahassee, FL 32310
(904) 491-5700
www.mapanddrake.com

Certificate of Authorization Number "LJ 035"
THE SIGNATURE VALIDATES THE SURVEY.
BY: [Signature]
CITY OF TALLAHASSEE, FLORIDA

DATE: 12/11/17
SCALE: AS SHOWN
JOB NO: 19878
FIELD CREW: SS
FILE NO: 17-181