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Prepared by:
Dave Nichols

Clay Electric Cooperative, Inc.
Real Estate Division
Post Office Box 308
Keystone Heights, FL 32656

Tax Parcel No.:
30-04-25-008069-002-01

Location:
CCUA Facility - Tynes Blvd.

RIGHT-OF-WAY EASEMENT

Clay Electric Cooperative, Inc.
GRANTORS, (whether singular or plural) School Board of Clay County
A Political Subdivision of the State of Florida

SPACE ABOVE THIS LINE FOR RECORDING DATA

Whose mailing address is: 900 Walnut Street
City Green Cove Springs State Florida Zip 32043

In Consideration of one dollar and other good and valuable Considerations, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell and convey to Clay Electric Cooperative, Inc., a Florida Corporation, of P. O. Box 308, Keystone Heights, Florida, 32656, hereinafter called the "Cooperative", its successors and assigns, a perpetual easement As Described feet in width over, under, upon and across the Lands and real property situate, lying and being in the County of Clay, State of Florida, more particularly described as follows:

The non-exclusive use of easement No. E-1669 as described in Official Records Book 4129, Page 1889-1891 of the public records of Clay County Florida for construction, operation and maintenance of an electrical distribution system and associated facilities. Said easement lying in Section 30, Township 04 South, Range 25 East, Clay County, Florida.

Easement No. E-1669 being more particularly described on the attached Exhibit "A".

together with a perpetual easement over, under, upon and across all streets, roads, alleys, easements and rights-of-way in any plat or subdivision of which the above described property is a part, to the extent of Grantor's interest therein. The right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands; the right to inspect, repair, change, alter, improve, remove, and add to such facilities and systems as the Cooperative deems advisable, including, by way of example, and not by way of limitation, the right to alter, modify, increase or decrease the number and size of conduits, wires, voltage, poles, cables, down guys, transformers, transformer enclosures, regulators, and all necessarily related equipment; the right to cut, trim, remove, and control the growth of trees, shrubberies, and other plants in the easement area by all means available, and not prohibited by law, that may, in the judgement of the Cooperative, interfere with, threaten or endanger the operation and maintenance of the Cooperative's facilities and systems; the right to keep the easement clear of all buildings, structures or other obstructions except citrus trees and low-growing shrubbery that do not otherwise in the judgement of the Cooperative interfere with Cooperative's use of the easement and right-of-way; the right to license, permit, or otherwise agree to the joint use or occupancy of the easement, facilities or system whether over land or under ground by other utilities, persons, associations, or corporations, and the right to enter upon, cross, and use other lands of the Grantors to provide reasonable access to the easement granted herein. Grantor agrees that all equipment, poles, wire, facilities, and other tangible personal property, together with any other improvements to the easement and right-of-way installed by or on behalf of the Cooperative, shall remain the sole and exclusive property of the Cooperative, and shall not be subject to any interest or claim of Grantor. Grantor covenants with Grantee that he is lawfully seized of the land in fee simple, that he has good, right and lawful authority to grant, bargain, sell, and convey the land and the interest herein conveyed. Grantor reserves the right to use the underlying fee for farming, citrus grove, or pasture purposes, provided that such use shall not include the construction, placement or location of any structures in the easement area, nor any use that would, in the judgement of the Cooperative, interfere with the Cooperative's use and enjoyment of the easement. Grantor agrees that this right-of-way easement is perpetual and shall run with the land, and that any abandonment or interruption of the use of the easement and right-of-way shall not terminate or impair the interests hereby conveyed to the Cooperative.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 2020

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First, Witness Signature: _____ By: _____ (seal)
Also, Type/Print Name: _____ Type/Print Name and Title: _____ Chairman

Second, Witness Signature: _____ Also, Type/Print Name: _____ Attest: _____ (seal)
Type/Print Name and Title: _____

STATE OF Florida
COUNTY OF Clay

(Corporate Seal)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020
by _____ Chairman of School Board of Clay County, A political Subdivision of the State of Florida
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

(type of identification) _____ (Signature): _____ Notary Public

Also, Type/Print Name: _____

(Notary Seal) Commission Expires: _____ Commission No. _____

Exhibit "A"

EASEMENT NO. E-1669:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

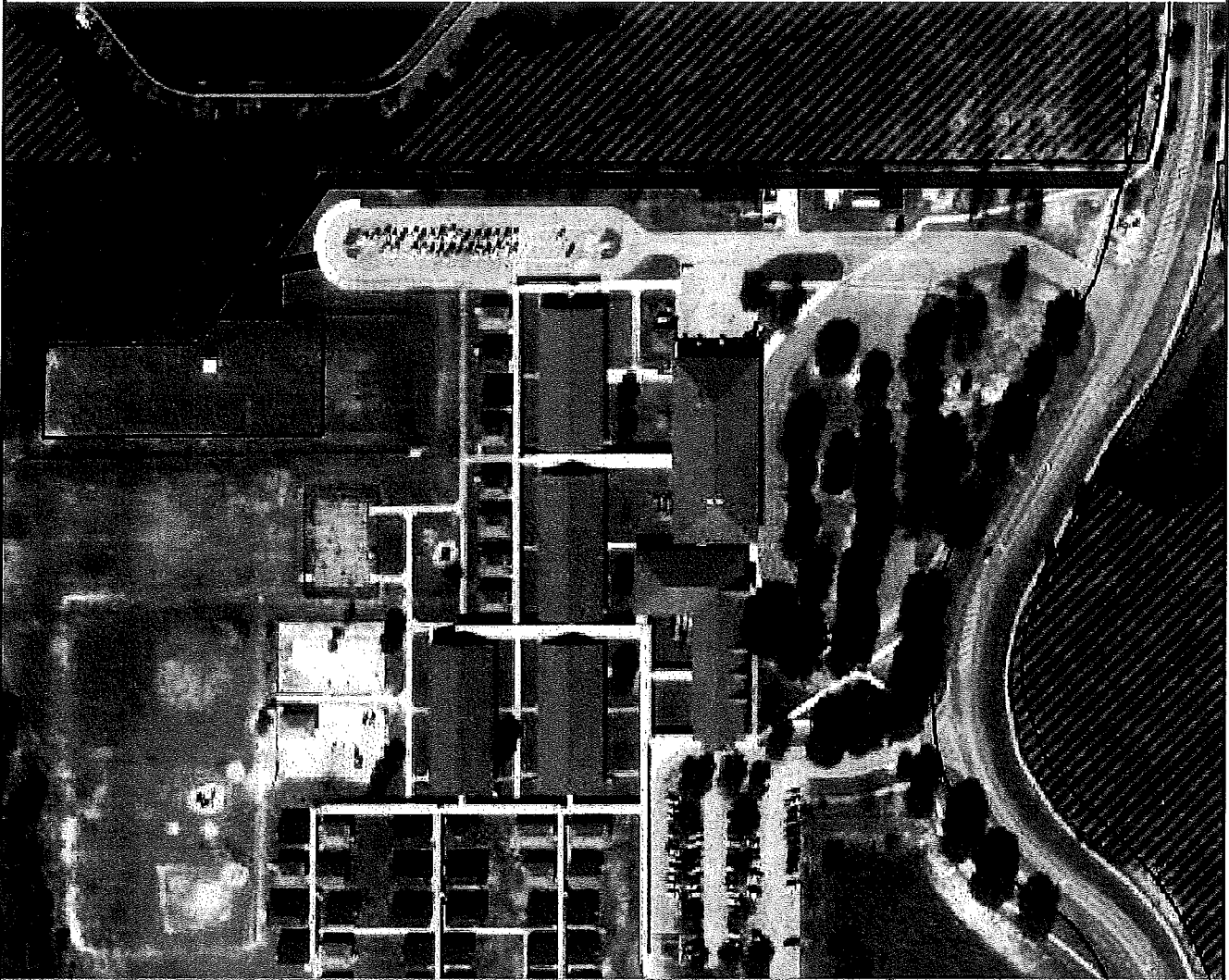
COMMENCE AT A 1/2 INCH REBAR WITH YELLOW CAP STAMPED "MILLER LS 3848", FOUND AT THE SOUTHEAST CORNER OF TRACT "AA", PINE RIDGE PLANTATION, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 52, PAGES 20 THROUGH 45 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHERLY LINE OF PINE RIDGE PLANTATION, RUN SOUTH 89° 51' 24" WEST, 145.65 FEET TO THE NORTHEAST CORNER OF THOSE LANDS DESIGNATED AS PARCEL "1", DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1422, PAGE 1795 OF THE PUBLIC RECORDS OF SAID COUNTY, SAID CORNER BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF TYNES BOULEVARD (A 115 FOOT RIGHT-OF-WAY ACCORDING TO PLAT BOOK 51, PAGES 25 THROUGH 28 OF THE PUBLIC RECORDS OF SAID COUNTY), AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89° 51' 24" WEST, ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED LANDS, A DISTANCE OF 1003.67 FEET; THENCE SOUTH 36° 03' 30" WEST, 224.16 FEET; THENCE NORTH 89° 51' 24" EAST, 84.26 FEET; THENCE NORTH 00° 08' 36" WEST, 56.01 FEET; THENCE NORTH 78° 59' 14" EAST, 47.70 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEASTERLY AND HAVING A RADIUS OF 56.20 FEET, RUN A CHORD DISTANCE OF 20.00 FEET, THE BEARING OF SAID CHORD BEING NORTH 11° 54' 36" WEST; THENCE SOUTH 78° 59' 14" WEST, 47.79 FEET; THENCE NORTH 36° 03' 30" EAST, 105.72 FEET; THENCE NORTH 89° 51' 24" EAST, 690.68 FEET; THENCE SOUTH 00° 08' 36" EAST, 25.00 FEET; THENCE NORTH 89° 51' 24" EAST, 25.00 FEET; THENCE NORTH 00° 08' 36" WEST, 25.00 FEET; THENCE NORTH 89° 51' 24" EAST, 274.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF TYNES BOULEVARD (AFOREMENTIONED); THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, AND ON THE ARC OF A CURVE CONCAVE TO THE NORTHWESTERLY AND HAVING A RADIUS OF 745.00 FEET, RUN A CHORD DISTANCE OF 20.37 FEET TO THE POINT OF BEGINNING, THE BEARING OF SAID CHORD BEING NORTH 10° 44' 07" EAST.

Exhibit B



NORTH

■ EASEMENT AREA



NOTES:

- 1. MAP NOT TO SCALE
- 2. LOCATION ON IMAGERY IS APPROXIMATE

JANUARY 17, 2020

REV.1 JANUARY 17, 2020

FILE: E-1669.dwg

CLAY UTILITY AUTHORITY EASEMENT E-1669

E-1669

CLAY ELECTRIC COOPERATIVE, INC.
KEYSTONE HEIGHTS, FLORIDA

SHEET 1 OF 1