

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 230128  
 Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 4/04/2023

Name of Contract Initiator: Mike Griffis

Telephone #: 66829

School/Dept Submitting Contract: Operations

Cost Center # 9023

Vendor Name: Caly Electric Cooperative, Inc

Contract Title: Right of Way Easement for KHE

Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract #

Contract Term: Perpetual

Renewal Option(s):

Contract Cost: \$0

BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # \_\_\_\_\_

Funding Source: Budget Line # \_\_\_\_\_

NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**

\_\_\_\_ Completed Contract Review Form

\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract)\*

*\*This Statement MUST BE Included in the body of the Contract:*

*"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."*

\_\_\_\_ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

*COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.*

*General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.*

*Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).*

*Workers' Compensation = \$100,000 Minimum*

*[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].*

\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable)

\_\_\_\_ COVID-19 Waiver (If Applicable)

\_\_\_\_ Release and Hold Harmless (If Applicable)

RECEIVED  
APR - 4 2023  
PURCHASING

RECEIVED  
4/6/2023  
SBD

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department B78	<u>No Cost</u>
Review Date <u>4/4/2023</u>	
School Board Attorney SBS	<u>Sec. Addition</u>
Review Date <u>4/11/23</u>	
Other Dept. as Necessary	
Review Date	
PENDING STATUS: <input type="checkbox"/> YES <input type="checkbox"/> NO	<b>IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR</b>
FINAL STATUS	<input checked="" type="checkbox"/> <b>APPROVED</b> DATE: <u>4.12.23</u>

Prepared by and return to:  
**Jodi Carroll**  
Real Estate Division  
Clay Electric Cooperative, Inc.  
P. O. Box 308  
Keystone Heights, Florida 32656

**Clay Electric Property No.**  
596007X01, 596007X02,  
596007X03  
KHES New Cafetorium Chiller  
W.O. No: 309159  
Tax Parcel No.  
19-08-23-022274-000-00

**RIGHT-OF-WAY EASEMENT**  
Clay Electric Cooperative, Inc.

GRANTORS, (whether singular or plural) The School Board of Clay County, Florida  
A Body Corporate and a political subdivision of the State of Florida

whose mailing address is 900 Walnut Street

City Green Cove Springs State Florida Zip Code 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:

A non-exclusive easement for an electric distribution system and all its associated facilities over, under, upon, and across a parcel of land lying in Section 19, Township 08 South, Range 23 East, Clay County, Florida

Said parcel being more particularly described on the attached Exhibit "A-1 and "A-2"

Together with a nonexclusive easement(s) being ten (10) feet in width, lying five (5) feet on each side of an electric distribution system and associated facilities over, under, upon and across said parcel(s), extending from the above easement to the consumers' point of connection.

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. Grantee shall have the following rights and uses in the Easement Area: the right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands (Easement Area) for the transmission of electric power and the distribution thereof; 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 Grantor is lawfully seized of the land in fee simple, that Grantor 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 \_\_\_\_\_, 2023.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

**The School Board of Clay County, Florida**  
A Body Corporate and a Political Subdivision of the State of Florida

First,  
Witness Signature: \_\_\_\_\_

By: \_\_\_\_\_ (seal)

Also,  
Type/Print Name: \_\_\_\_\_

Type/Print Name  
and Title: **Ashley Gillhousen, Board Chair** (seal)

Second,  
Witness Signature: \_\_\_\_\_

Attest: \_\_\_\_\_ (seal)

Also,  
Type/Print Name \_\_\_\_\_

Type/Print Name  
and Title: \_\_\_\_\_ (seal)

STATE OF Florida  
COUNTY OF Clay

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this

\_\_\_\_\_ by Ashley Gillhousen, Board Chair of The School Board of Clay County,  
(date) (name of officer or agent, title of officer or agent) (name of corporation acknowledging)

a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has  
(state or place of incorporation)

Produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
Notary Public

[Notary Seal]

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

# SKETCH & DESCRIPTION

IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 23 EAST,  
CITY OF KEYSTONE HEIGHTS, CLAY COUNTY, FLORIDA  
THIS IS NOT A BOUNDARY SURVEY

**LEGEND**

S.F. = SQUARE FEET  
R/W = RIGHT OF WAY

## SUBJECT PARCEL

A PORTION OF TAX PARCEL No.  
19-08-23-022274-000-00  
CONTAINING ±1,804 S.F.

**SURVEYOR NOTES:**

1. THE BEARINGS HEREON ARE BASED ON AN ASSUMED BEARING OF S 55°20'20" EAST, ALONG THE SOUTHWESTERLY LINE OF BLOCK 4, LAKEVIEW HIGHLANDS SUBDIVISION.
2. RECORDED EASEMENT AND/OR DEEDS NOT FURNISHED TO THE SURVEYOR ARE NOT SHOWN.
3. THIS IS NOT A BOUNDARY SURVEY

REMAINDER OF TAX PARCEL No.  
19-08-23-022274-000-00

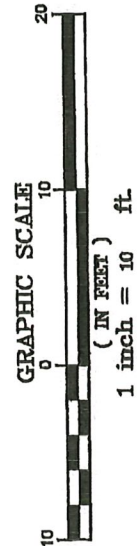
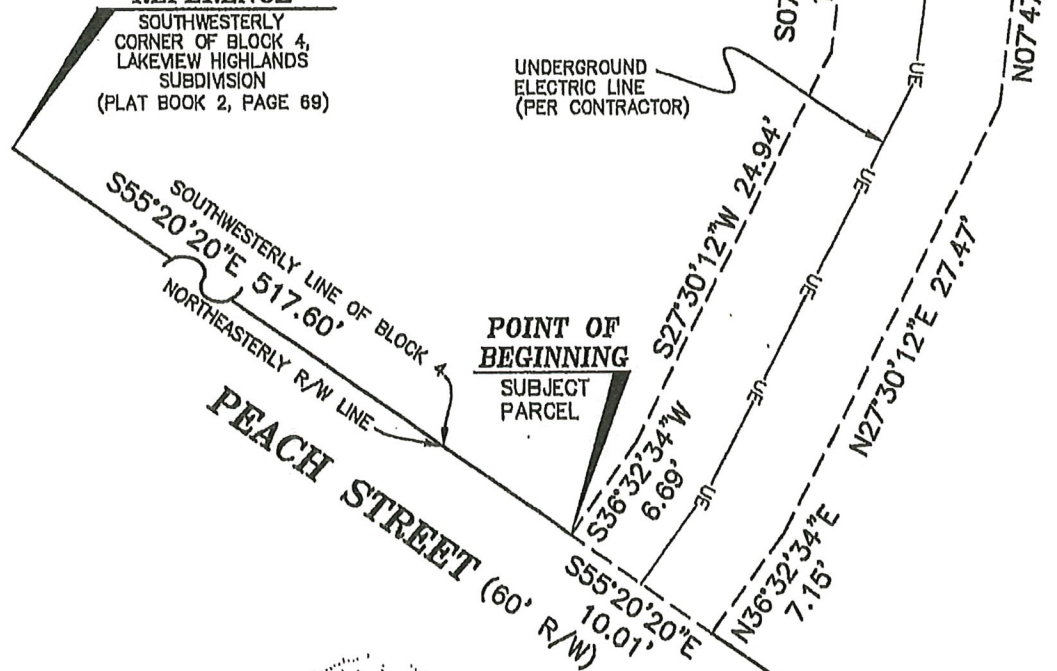
REMAINDER OF  
TAX PARCEL No.  
19-08-23-022274  
-000-00

**POINT OF REFERENCE**

SOUTHWESTERLY  
CORNER OF BLOCK 4,  
LAKEVIEW HIGHLANDS  
SUBDIVISION  
(PLAT BOOK 2, PAGE 69)

UNDERGROUND  
ELECTRIC LINE  
(PER CONTRACTOR)

**POINT OF BEGINNING**  
SUBJECT  
PARCEL



I HEREBY CERTIFY THAT THE SURVEY DATA, BEARINGS, DISTANCES, AREA, AND CORNER IDENTIFICATION OF A BOUNDARY SURVEY AND MAP BY ME OR UNDER MY SUPERVISION, AND THAT THE REPRESENTATION OF THE BOUNDARY SURVEY, BEARINGS, DISTANCES, AREA, AND CORNER IDENTIFICATION, IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

LEIGH ANN FLOWERS  
PROFESSIONAL SURVEYOR & MAPPER  
FLA. LICENSE NO. 8802



FLOWERS SURVEYING  
AND MAPPING INC  
207 SE CONDOR GLEN  
HIGH SPRINGS, FLORIDA 32643  
(386) 462-0130

FIELD BOOK: N/A	JOB NUMBER: 23-048
DRAFTED: LAF	
CHECKED: LAF	SHEET: 1 OF 2
DATE: 3/14/23	

# SKETCH & DESCRIPTION

IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 23 EAST,  
CITY OF KEYSTONE HEIGHTS, CLAY COUNTY, FLORIDA  
THIS IS NOT A BOUNDARY SURVEY

**LEGAL DESCRIPTION (BY THIS SURVEYOR)**

A 10 FOOT WIDE STRIP OF LAND, BEING A PORTION OF BLOCK 4, LAKEVIEW HIGHLANDS SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGES 69-70 OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, SAID LAND LYING IN SECTION 19, TOWNSHIP 8 SOUTH, RANGE 23 EAST, CITY OF KEYSTONE HEIGHTS, OF SAID CLAY COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWESTERLY CORNER OF SAID BLOCK 4 OF LAKEVIEW HIGHLANDS SUBDIVISION FOR THE POINT OF REFERENCE; THENCE RUN SOUTH 55°20'20" EAST, ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK 4 AND ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF PEACH STREET (A 60 FOOT RIGHT OF WAY), A DISTANCE OF 517.60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 55°20'20" EAST, ALONG SAID SOUTHWESTERLY LINE OF BLOCK 4 AND ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.01 FEET; THENCE RUN NORTH 36°32'34" EAST, A DISTANCE OF 7.15 FEET; THENCE RUN NORTH 27°30'12" EAST, A DISTANCE OF 27.47 FEET; THENCE RUN NORTH 07°47'22" EAST, A DISTANCE OF 17.81 FEET; THENCE RUN NORTH 41°25'08" WEST, A DISTANCE OF 14.11 FEET; THENCE RUN NORTH 34°59'08" EAST, A DISTANCE OF 35.40 FEET; THENCE RUN NORTH 57°24'49" WEST, A DISTANCE OF 27.78 FEET; THENCE RUN SOUTH 33°44'20" WEST, A DISTANCE OF 30.40 FEET; THENCE RUN NORTH 47°28'54" WEST, A DISTANCE OF 4.79 FEET; THENCE RUN SOUTH 34°19'29" WEST, A DISTANCE OF 10.10 FEET; THENCE RUN SOUTH 47°28'54" EAST, A DISTANCE OF 27.75 FEET; THENCE RUN SOUTH 41°25'08" EAST, A DISTANCE OF 11.44 FEET; THENCE RUN SOUTH 07°47'22" WEST, A DISTANCE OF 11.49 FEET; THENCE RUN SOUTH 27°30'12" WEST, A DISTANCE OF 24.94 FEET; THENCE RUN SOUTH 36°32'34" WEST, A DISTANCE OF 6.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,804 SQUARE FEET, MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL INKED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER ACCORDING TO CHAPTER 463, F.S. THIS MAP BY ANYONE OTHER THAN THE SURVEYOR IS PROHIBITED.

I HEREBY CERTIFY THAT THE SURVEY DATA SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PERFORMED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE SURVEYING AND MAPPING PROFESSION.

THE PRESENCE OF THIS LEGAL NOTICE SHALL CONSTITUTE NOTICE TO ALL PERSONS OF THE SURVEYOR'S OBLIGATION TO MAINTAIN THE ACCURACY OF THE SURVEY DATA.



**FLOWERS SURVEYING AND MAPPING INC**  
207 SE CONDOR GLEN  
HIGH SPRINGS, FLORIDA 32643  
(386) 482-0130

FIELD BOOK: N/A	JOB NUMBER: 23-048
DRAFTED: LAF	
CHECKED: LAF	SHEET
DATE: 3/14/23	2 OF 2