

Prepared by and return to:

Jodi Carroll
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Location No.: Elementary School Y
Tax Parcel Number: 07-04S-25E-007870-003-00

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

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 ten (10) feet in width, being five (5) feet each side of the centerline of an underground electrical distribution system and associated facilities over, under, upon and across a parcel of land lying in Section 7, Township 4 South, Range 25 East, Clay County, Florida.

Said parcel being more particularly described as Exhibit "A".

A sketch of approximate easement location is attached as Exhibit "B".

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 , 2017

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SCHOOL BOARD OF CLAY COUNTY,
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

First,
Witness Signature: _____
Also,
Type/Print Name: _____

By: _____ (seal)
Type/Print Name
and Title:

Second,
Witness Signature: _____
Also,
Type/Print Name: _____

Attest: _____ (seal)
Type/Print Name
and Title:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this day of , 2017

By _____ 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)

a _____, 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. _____

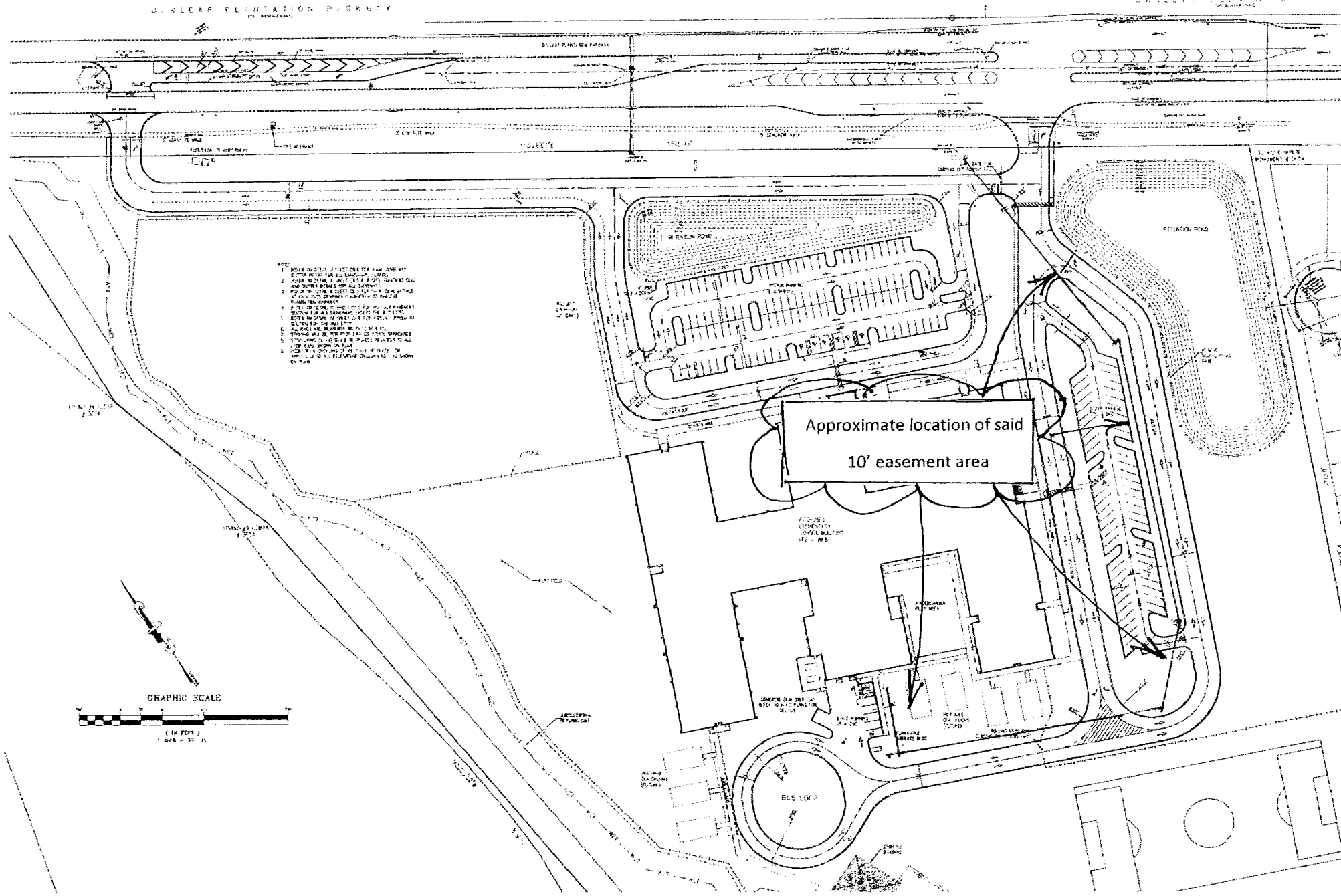
EXHIBIT "A"

A portion of Section 7, Township 4 South, Range 25 East, Clay County, Florida, also being a portion of the lands described and recorded in Official Records Book 1450, page 1590 of the Public Records of said county, being more particularly described as follows:

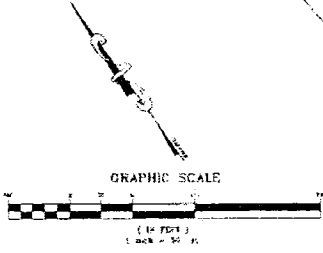
For a Point of Reference, commence at the Southwesterly corner of said Section 7; thence North 14°59'09" East, along the Easterly line of the lands described as Exhibit "A", recorded in Official Records Book 2309, page 241, of said Public Records, a distance of 2662.43 feet to a point lying on the Southerly right of way line of Oakleaf Plantation Parkway, a 200 foot right of way, as recorded in Plat Book 44, pages 23 through 32, said Public Records; thence South 55°28'04" East, departing said Easterly line, and along said Southerly right of way line, 206.73 feet to the Point of Beginning.

From said Point of Beginning, thence continue South 55°28'04" East, along said Southerly right of way line, 1546.96 feet; thence South 23°42'39" West, departing said Southerly right of way line, 981.60 feet; thence North 88°55'45" West, 1013.45 feet; thence Due North, 37.72 feet; thence North 45°19'06" East, 361.45 feet; thence North 05°03'20" West, 879.80 feet; thence North 15°45'29" West, 237.34 feet; thence North 02°57'20" East, 360.52 feet to the Point of Beginning.

EXHIBIT "B"



- NOTES:
1. REFER TO ALL PREVIOUS EDITIONS FOR ALL DIMENSIONS AND NOTES.
 2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL CITY AND COUNTY ORDINANCES AND ALL APPLICABLE CODES AND REGULATIONS.
 3. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 4. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 5. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 6. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 7. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.
 8. ALL UTILITIES SHALL BE DEPTH MARKED AND PROTECTED.



BHIDE & HALL ARCHITECTS, P.A.
 1115 W. PALM BLVD., SUITE 1000, WEST PALM BEACH, FLORIDA 33411
 TEL: 561-833-1115 FAX: 561-833-1116

**ELMENTARY SCHOOL "B"
 OAKLEAF PLANTATION
 OAKLEAF PLANTATION PARKWAY
 GRAND PINE, FLORIDA 33411**

MICHELE M. AGELO, P.E., P.A.
 1115 W. PALM BLVD., SUITE 1000, WEST PALM BEACH, FLORIDA 33411
 TEL: 561-833-1115 FAX: 561-833-1116

NO.	DATE	DESCRIPTION
1	10/1/01	ISSUED FOR PERMITS
2	10/1/01	ISSUED FOR PERMITS
3	10/1/01	ISSUED FOR PERMITS
4	10/1/01	ISSUED FOR PERMITS
5	10/1/01	ISSUED FOR PERMITS

C-20