

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

Location No.:
Middleburg Transportation
Line Extension: Security Office

Tax Parcel Number:
06-05s-25e-009042-001-00

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

GRANTORS, (whether singular or plural) The School Board of Clay County, Florida

A Political Subdivision of the State of Florida,

Whose mailing address is 900 Walnut Street

City Green Cove Springs State Florida Zip Code 32043-3129

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 being thirty (30) feet in width, lying fifteen (15) feet each side of the centerline of an overhead electrical distribution system and all its associated facilities, extending from an existing thirty (30) foot easement area recorded in OR Book 2934, Page 2144 of Clay County, FL records, over, under, upon, and across a parcel of land lying in Section 6, Township 5 South, Range 25 East, Clay County, Florida

Said parcel of land being more particularly described in 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 4th day of October, 2018

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:
First,
Witness Signature: _____
Also,
Type/Print Name: _____

The School Board of Clay County, Florida
By: _____ (seal)
Type/Print Name Carol Studdard
And Title: Chairman

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

Attest: _____ (seal)
Type/Print Name and Title: Addison G. Davis
Superintendent

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 4th day of October, 2018

By _____ of The School Board of Clay County, Florida, 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 _____, 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: _____
Commission Expires: _____ Commission No. _____

(Notary Seal)

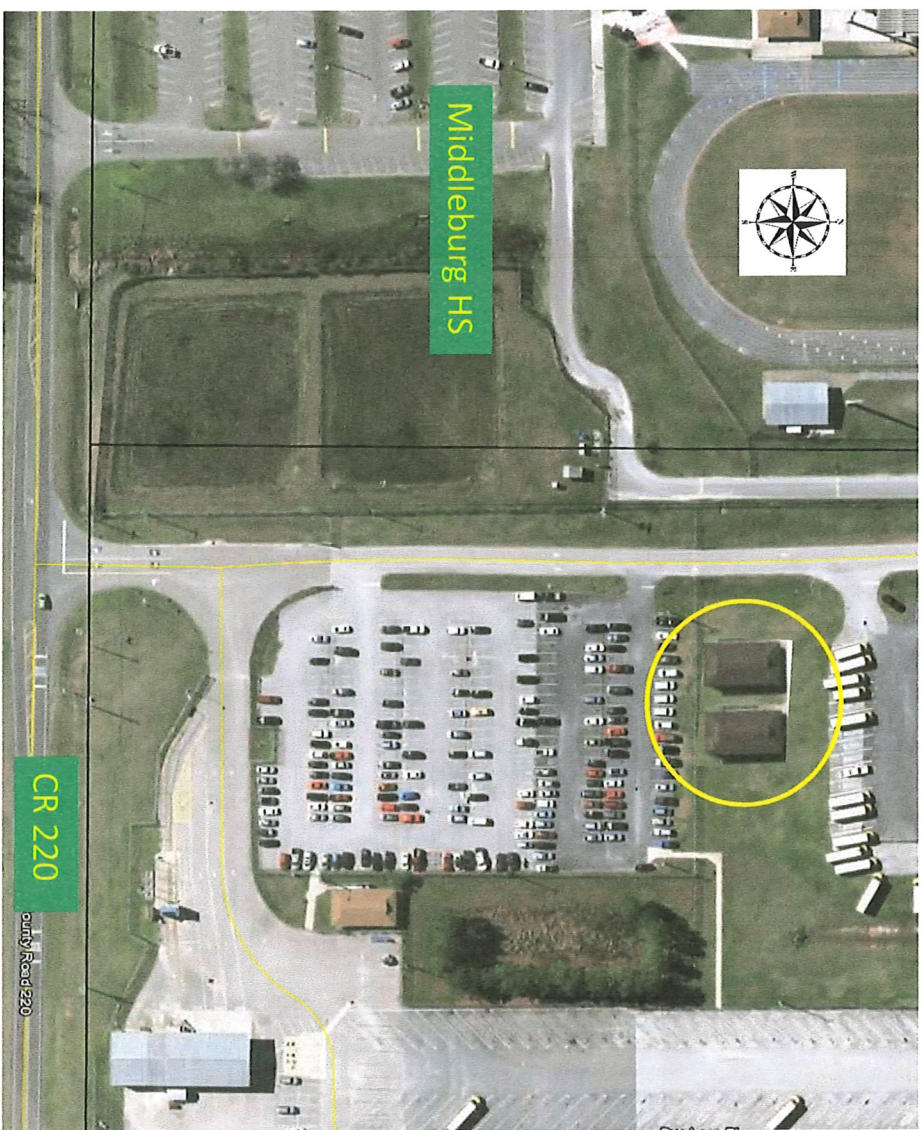
Exhibit "A"

A parcel of land situated in the Southwest $\frac{1}{4}$ of Section 6, Township 5 South, Range 25 East; Clay County, Florida; said parcel being more particularly described as follows:

Commence at the Northwest corner of the Southwest $\frac{1}{4}$ of said Section 6 and run South $00^{\circ} 36' 16''$ East, along the West line of said Section 6, a distance of 282.85 feet to an Iron Pipe at the Northeast corner of Section 37, Township 5 South, Range 24 East; thence run South $00^{\circ} 15' 14''$ East, along the West line of said Southwest $\frac{1}{4}$ and the East line of said Section 37, a distance of 38.08 feet to a concrete monument at the Northwest corner of lands described in Official Records Book 1218 on page 376 (along being the same lands as described in Official Records Book 950 on Page 51 of said public records); thence run North $89^{\circ} 44' 56''$ East, along the North line of said lands, 60.0 feet to a concrete monument and the Point of Beginning; thence continue North $89^{\circ} 44' 56''$ East, along said North line, 600.18 feet to a concrete monument; thence run South $00^{\circ} 16' 08''$ East, along the East line of said Official Records Book 1218, page 376, a distance of 336.17 feet to point on a Westerly prolongation of the North line of lands described in Official Records Book 1400 on Page 162 of said public records; thence run North $89^{\circ} 29' 58''$ East, along said North line, 2.14 feet to an iron pipe; thence continue North $89^{\circ} 29' 58''$ East, along said North line, 659.70 feet to an iron pipe; thence run South $00^{\circ} 14' 41''$ East, along the East line of said lands, 731.79 feet to an Iron Pipe on the Northerly Right of Way line of County Road No. 220; thence run Northeasterly along said right of way with a curve concave Northwesterly said curve having a central angle of $18^{\circ} 01' 54''$, a radius of 1377.18 feet, an arc length of 433.42 feet and a chord bearing and distance of North $51^{\circ} 10' 21''$ East, 431.63 feet to an Iron Rod; thence leave said right of way line and run North $00^{\circ} 14' 41''$ West, parallel to the East line of said Official Records Book 1751, page 52, a distance of 448.66 feet to an Iron Rod; thence continue North $00^{\circ} 14' 41''$ West, 251.34 feet to an Iron Rod; thence run North $82^{\circ} 56' 57''$ West, 474.65 feet to an Iron Rod; thence run North $85^{\circ} 59' 35''$ West, 130.67 feet to an Iron Rod; thence run North $78^{\circ} 09' 16''$ West, 1022.06 feet to an Iron Rod on the East line of lands described as parcel D in Official Records Book 1202 on page 559 of said public records; thence run South $00^{\circ} 36' 16''$ East, along said East line, 150.0 feet to a concrete monument; thence run South $00^{\circ} 15' 14''$ East, along said East line 38.28 feet to the Point of Beginning.

Excepting therefrom any portion of the above described land lying within the right of way of County Road C-220.

Clay County District School; Safety and Security Annex



Middleburg HS

CR 220

County Road 220

