

Prepared by and return to:

Bobby H. Glenn
Clay Electric Cooperative, Inc.
P. O. Box 308
Keystone Heights, Florida 32656

Tax Parcel Number:
05-04-25-007868-099-00

RIGHT-OF-WAY EASEMENT

School "X"-Oakleaf Village Elem. Clay Electric Cooperative, Inc.

Space above for recording data

GRANTORS, (whether singular or plural) 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

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:

Non-exclusive easements for the construction, operation and maintenance of an underground electrical distribution system and associated facilities over, under, upon and across a parcel of land being a part of Section 5, Township 4 South, Range 25 East, Clay County, Florida; said parcel being more particularly described on attached Exhibit "A". Said non-exclusive easement being more particularly described on attached Exhibit "B". A facsimile showing location of said non-exclusive easement attached as Exhibit "C".

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 _____, 2007

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SCHOOL BOARD OF CLAY COUNTY, FLORIDA

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

By: _____ (seal)
Type/Print Name
and Title: Carol Valencourt, Chairman (seal)

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

Attest: _____ (seal)
Type/Print Name
and Title: David L. Owens, Superintendent of Schools (seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2007

By Carol Valencourt, Chairman and David L. Owens, Superintendent of Schools of The School Board of Clay County, 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 and did did not take an oath.

(Type of identification)

(Notary Seal)

(Signature): _____ Notary Public
Also,
Type/Print Name: _____

Commission Expires: _____ Commission No. _____

EXHIBIT "A"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 5; THENCE, ON THE NORTH LINE THEREOF, ALSO BEING THE LINE DIVIDING DUVAL COUNTY AND CLAY COUNTY, SOUTH 89 DEGREES 49 MINUTES 27 SECONDS WEST, 1002.77 FEET; THENCE, SOUTH 00 DEGREES 10 MINUTES 33 SECONDS EAST, 3593.36 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED AND THE POINT OF BEGINNING; THENCE, SOUTH 50 DEGREES 34 MINUTES 15 SECONDS WEST, 1125.70 FEET; THENCE, NORTH 40 DEGREES 42 MINUTES 45 SECONDS WEST, 1131.65 FEET; THENCE, NORTH 44 DEGREES 00 MINUTES 00 SECONDS EAST, 298.45 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1450.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 55 MINUTES 57 SECONDS, AN ARC DISTANCE OF 251.36 FEET (NORTH 48 DEGREES 57 MINUTES 59 SECONDS EAST, 251.05 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, NORTH 53 DEGREES 55 MINUTES 57 SECONDS EAST, 596.32 FEET TO A POINT OF CURVATURE; THENCE, AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 80 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 47.12 FEET (SOUTH 81 DEGREES 04 MINUTES 03 SECONDS EAST, 42.43 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID OAKLEAF VILLAGE PARKWAY; THENCE, ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 36 DEGREES 04 MINUTES 03 SECONDS EAST, 658.89 FEET TO A POINT OF CURVATURE; THENCE, CONTINUING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, AROUND AND ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1580.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 23 MINUTES 18 SECONDS, AN ARC DISTANCE OF 201.18 FEET (SOUTH 39 DEGREES 45 MINUTES 42 SECONDS EAST, 201.02 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF TANGENCY; THENCE, CONTINUING ON SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 43 DEGREES 28 MINUTES 30 SECONDS EAST, 249.70 FEET TO THE POINT OF BEGINNING. CONTAINING 30.12 ACRES, MORE OR LESS.

EXHIBIT "B"

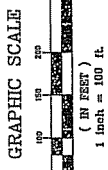
EASEMENT

COMMENCING AT THE NORTHEAST CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA; THENCE ON THE NORTH LINE THEREOF WHICH LINE ALSO SEPARATES CLAY AND DUVAL COUNTIES, RUN S89°49'27"W, A DISTANCE OF 1002.77 FEET; THENCE DEPARTING SAID NORTH LINE, RUN S00°10'33"E, A DISTANCE OF 3593.36 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY (A 125 FOOT WIDE RIGHT-OF-WAY), THIS POINT BEING THE EASTERNMOST POINT OF THE CURRENT CLAY COUNTY SCHOOL "W" TRACT AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE N43°26'30"W, ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 249.70 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,560.00 FEET AND A CENTRAL ANGLE OF 07°23'18"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 201.16 FEET; THENCE N36°04'03"W, A DISTANCE OF 656.89 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 47.12 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF PLANTATION OAKS BOULEVARD (A 100 FOOT RIGHT-OF-WAY); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, S53°55'57"W, A DISTANCE OF 596.32 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,450.00 FEET AND A CENTRAL ANGLE OF 09°55'57"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 251.36 FEET; THENCE S44°00'00"W, A DISTANCE OF 298.45 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE, S40°42'45"E, ALONG THE WESTERLY BOUNDARY OF SAID SCHOOL "W" TRACT, A DISTANCE OF 10.04 FEET TO A POINT 10.00 FEET SOUTHEASTERLY OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE BY PERPENDICULAR MEASUREMENT; THENCE PARALLEL TO AND 10.00 FEET SOUTHEASTERLY OF SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, N44°00'00"E, A DISTANCE OF 299.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET AND A CENTRAL ANGLE OF 09°55'57"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 249.63 FEET; THENCE N53°55'57"E, A DISTANCE OF 106.54 FEET; THENCE S36°04'03"E, A DISTANCE OF 15.00 FEET; THENCE N53°55'57"E, A DISTANCE OF 25.00 FEET; THENCE N36°04'03"W, A DISTANCE OF 15.00 FEET; THENCE N53°55'57"E, A DISTANCE OF 464.78 FEET; THENCE S36°04'03"E, A DISTANCE OF 20.00 FEET; THENCE N53°55'57"E, A DISTANCE OF 20.00 FEET TO A POINT 10.00 FEET SOUTHWESTERLY BY PERPENDICULAR MEASUREMENT OF THE SAID WESTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY; THENCE S36°04'03"E, PARALLEL TO AND 10.00 FEET SOUTHWESTERLY BY PERPENDICULAR MEASUREMENT OF THE SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 468.37 FEET; THENCE S53°55'57"W, A DISTANCE OF 15.00 FEET; THENCE S36°04'03"E, A DISTANCE OF 25.00 FEET; THENCE N53°55'57"E, A DISTANCE OF 3.20 FEET; THENCE S04°01'42"E, A DISTANCE OF 327.54 FEET; THENCE N86°00'36"E, A DISTANCE OF 10.00 FEET; THENCE N04°01'39"W, A DISTANCE OF 333.81 FEET; THENCE S36°04'03"E, A DISTANCE OF 163.53 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,570.00 FEET AND A CENTRAL ANGLE OF 07°23'18"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 202.45 FEET; THENCE S43°26'30"E, A DISTANCE OF 249.00 FEET; THENCE N50°34'15"E, A DISTANCE OF 10.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,293.24 SQUARE FEET OR 0.6266 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION
THIS IS NOT A BOUNDARY SURVEY
SHEET A = SHEET 2 OF 3 SHEETS

LINE TABLE		
LINE	LENGTH	BEARING
L2	3.20	N63°55'57"E
L3	10.00	N86°00'36"W
L4	10.02	N60°34'15"E



** AREA BETWEEN POC
AND POB DRAWN NOT
TO A SCALE **

POINT OF COMMENCEMENT
NE CORNER S 4, T4S, R2E
DUVAL COUNTY
CLAY COUNTY
S89°49'27"W
1602.77'

POINT OF BEGINNING
EASTERNMOST POINT
OF SCHOOL "W"
WESTERLY R/W LINE

DESCRIPTION
BOUNDARY SURVEY
SHEET 3 OF 3

PLANTATION OAKS BOULEVARD

OAKLEAF VILLAGE PARKWAY

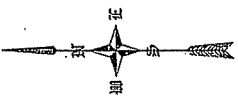
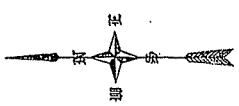
School "W"
Tract

SHEET A = SHEET 2 OF 3

Oakleaf Village Elementary

SCHOOL "W"
TRACT

West Line of School "W" Tract



CURVE TABLE	
CURVE LENGTH	RADIUS
47.12'	30.00'

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.04'	S40°42'45"E

SHEET 3 OF 3

EXHIBIT "C"