

Prepared by and return to:

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

Clay Electric Property No.:  
Middleburg Elem.

Tax Parcel Number:  
14-5-24-021374-000-00

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

Space above for recording data

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

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 easement for an underground electrical distribution system and associated facilities over, under, upon and across a portion of Lot 8 and 9, Block "B", Houghton's unrecorded subdivision in Middleburg, Clay County, Florida and being a portion of Section 14, Township 5 South, Range 24 East, Clay County, Florida. Said easement being more particularly described and a facsimile of said easement on 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 \_\_\_\_\_, 2010

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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

First,  
Witness Signature: \_\_\_\_\_  
Also,  
Type/Print Name: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
Type/Print Name  
and Title: LISA GRAHAM, CHAIRMAN

Second,  
Witness Signature: \_\_\_\_\_  
Also,  
Type/Print Name \_\_\_\_\_

Attest: \_\_\_\_\_ (seal)  
Type/Print Name  
and Title: BEN WORTHAM, SUPERINTENDENT

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010

By LISA GRAHAM, CHAIRMAN AND BEN WORTHAM, SUPERINTENDENT 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 \_\_\_\_\_, on behalf of the corporation. He/she is personally known to me or produced

\_\_\_\_\_ as identification.  
(Type of identification)

(Notary Seal)

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

Commission Expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

MAP OF

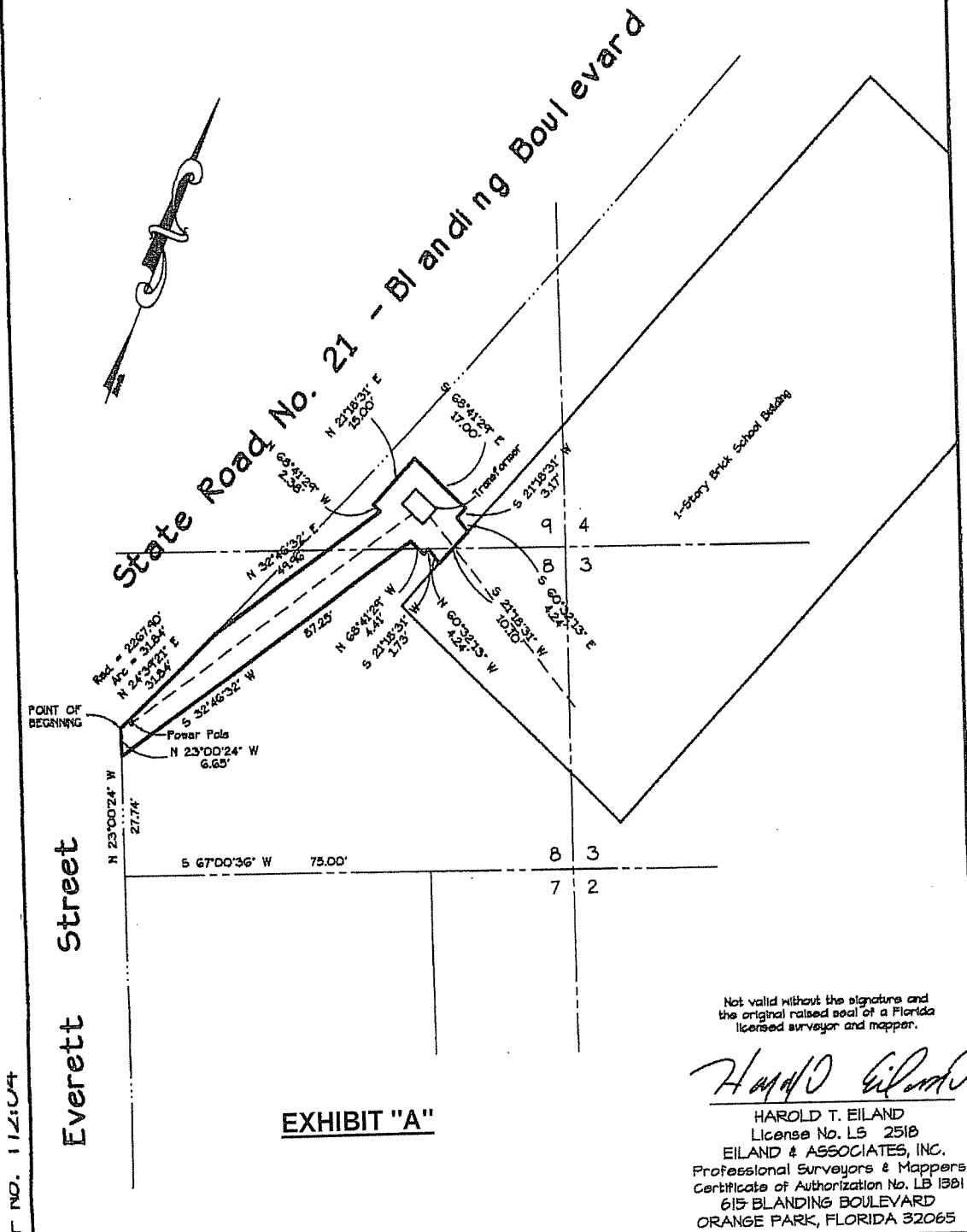
An easement for utilities covering a portion of Lots B and 9, Block 'B', Houghton's unrecorded Subdivision in Middleburg, Clay County, Florida, and being a portion of Section 14, Township 5 South, Range 24 East, said portion being more particularly described as follows:

Begin at the intersection of the easterly line of Everett Street with the southeasterly line of State Road No. 21 (Blanding Boulevard); thence along said southeasterly line, and along the arc of a curve concave northwesterly and having a radius of 2267.90 feet, an arc distance of 31.84 feet, said arc being subtended by a chord bearing and distance of North 24 degrees 39 minutes 21 seconds East, 31.84 feet; thence North 32 degrees 46 minutes 32 seconds East, 49.96 feet; thence North 68 degrees 41 minutes 29 seconds West, 2.38 feet; thence North 21 degrees 18 minutes 31 seconds East, 15.00 feet; thence South 68 degrees 41 minutes 29 seconds East, 17.00 feet; thence South 21 degrees 18 minutes 31 seconds West, 3.17 feet; thence South 60 degrees 32 minutes 13 seconds East, 4.24 feet to the face of an existing brick building; thence South 21 degrees 18 minutes 31 seconds West, along said face, 10.10 feet; thence North 60 degrees 32 minutes 13 seconds West, 4.24 feet; thence South 21 degrees 18 minutes 31 seconds West, 1.73 feet; thence North 68 degrees 41 minutes 29 seconds West, 4.41 feet; thence South 32 degrees 46 minutes 32 seconds West, 87.25 feet to said easterly line of Everett Street; thence on said easterly line, North 23 degrees 00 minutes 24 seconds West, 6.65 feet to the point of beginning.

For: Clay County Board of Public Instruction

Scale 1" = 30'

August 4, 2010



Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.

*Harold T. Eiland*

HAROLD T. EILAND  
 License No. LS 2518  
 EILAND & ASSOCIATES, INC.  
 Professional Surveyors & Mappers  
 Certificate of Authorization No. LB 1381  
 615 BLANDING BOULEVARD  
 ORANGE PARK, FLORIDA 32065

LT NO. 112104