

Prepared by and return to:

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

Tax Parcel Number:
33-05-25-010145-001-00

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

Elem School "X"-Shadowlawn

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:

A non-exclusive easement for the construction, operation and maintenance of an underground electrical distribution system and associated facilities over, under, upon and across two (2) parcels of land being a part of Section 32 and Section 33, Township 5 South, Range 25 East, Clay County, Florida. Said parcels being more particularly described on attached Exhibit 'A'. Said non-exclusive easement being more particularly described on attached 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 , 2008

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

SCHOOL BOARD OF CLAY COUNTY, FLORIDA
By: _____ (seal)
Type/Print Name
and Title: Carol Studdard, 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 , 2008

By Carol Studdard, 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"

SCHOOL SITE "X"

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 32 TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 5 SOUTH, RANGE 25 EAST, SAID LANDS ALSO BEING A PORTION OF BLOCKS 7 AND 8, FLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE NORTH LINE INTERSECTION OF THE SOUTHEAST 1/4 OF SECTION 32 WITH THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 56 MINUTES 34 SECONDS WEST, DEPARTING FROM SAID POINT AND ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 161.74 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING FROM SAID NORTH LINE A DISTANCE OF 711.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1000.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1089.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1000.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1089.00 FEET TO THE POINT OF BEGINNING.

ROAD PARCEL

A PORTION OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 25 EAST, SAID LANDS ALSO BEING A PORTION OF BLOCKS 3 AND 8, FLAT "A" OF THE FLORIDA FARMS AND INDUSTRIES COMPANY'S PROPERTY, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 27, OF THE PUBLIC RECORDS OF CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT NORTH LINE INTERSECTION OF THE SOUTHEAST 1/4 OF SECTION 32 WITH THE SOUTHWEST 1/4 OF SECTION 33, ALL IN TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 46 MINUTES 34 SECONDS EAST, DEPARTING FROM SAID POINT AND ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 33, A DISTANCE OF 678.27 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, DEPARTING FROM SAID NORTH LINE A DISTANCE OF 714.31 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 664.70 FEET; THENCE NORTH 89 DEGREES 46 MINUTES 31 SECONDS EAST, A DISTANCE OF 1648.76 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 218; THENCE NORTH 00 DEGREES 19 MINUTES 28 SECONDS WEST ALONG SAID EASTERLY LINE A DISTANCE OF 100.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 34 SECONDS WEST, DEPARTING SAID EASTERLY LINE A DISTANCE OF 1748.19 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 33, TOWNSHIP 5 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 32 WITH THE SOUTHWEST QUARTER OF SECTION 33, THENCE ALONG SAID NORTH LINE NORTH 89 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 678.27 FEET TO THE WESTERLY LINE OF A 100 FOOT ROAD PARCEL, THENCE ALONG SAID WESTERLY LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE DEPARTING SAID WESTERLY LINE NORTH 89 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 92.31 FEET TO THE POINT OF BEGINNING, THENCE NORTH 89 DEGREES 46 MINUTES 34 SECONDS EAST, A DISTANCE OF 7.69 FEET TO THE INTERSECTION OF THE EASTERLY LINE WITH THE SOUTHERLY LINE OF SAID 100 FOOT ROAD PARCEL, THENCE ALONG SAID EASTERLY LINE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 664.70 FEET TO THE NORTHERLY LINE OF SCHOOL SITE ?X?; THENCE ALONG SAID NORTHERLY LINE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1.27 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00 DEGREES 11 MINUTES 34 SECONDS WEST, A DISTANCE OF 63.34 FEET; THENCE SOUTH 16 DEGREES 52 MINUTES 15 SECONDS WEST, A DISTANCE OF 143.46 FEET; THENCE SOUTH 00 DEGREES 22 MINUTES 07 SECONDS EAST, A DISTANCE OF 493.88 FEET; THENCE SOUTH 01 DEGREES 26 MINUTES 17 SECONDS WEST, A DISTANCE OF 72.57 FEET; THENCE SOUTH 19 DEGREES 18 MINUTES 22 SECONDS WEST, A DISTANCE OF 39.97 FEET; THENCE SOUTH 34 DEGREES 25 MINUTES 27 SECONDS WEST, A DISTANCE OF 59.82 FEET; THENCE SOUTH 37 DEGREES 01 MINUTES 44 SECONDS WEST, A DISTANCE OF 52.84 FEET; THENCE SOUTH 53 DEGREES 21 MINUTES 34 SECONDS WEST, A DISTANCE OF 42.82 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 40 SECONDS WEST, A DISTANCE OF 7.70 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 20 SECONDS WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 00 DEGREES 47 MINUTES 40 SECONDS EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 29 SECONDS EAST, A DISTANCE OF 12.69 FEET; THENCE NORTH 53 DEGREES 21 MINUTES 34 SECONDS EAST, A DISTANCE OF 39.16 FEET; THENCE NORTH 37 DEGREES 01 MINUTES 44 SECONDS EAST, A DISTANCE OF 51.18 FEET; THENCE NORTH 34 DEGREES 25 MINUTES 27 SECONDS EAST, A DISTANCE OF 58.26 FEET; THENCE NORTH 19 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 37.07 FEET; THENCE NORTH 01 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 70.84 FEET; THENCE NORTH 00 DEGREES 22 MINUTES 07 SECONDS WEST, 495.23 FEET; THENCE NORTH 16 DEGREES 52 MINUTES 15 SECONDS EAST, A DISTANCE OF 143.51 FEET; THENCE NORTH 00 DEGREES 11 MINUTES 34 SECONDS EAST, A DISTANCE OF 687.67 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 1.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 38.84 FEET TO THE POINT OF BEGINNING. CONTAINING 0.34 ACRES MORE OR LESS

