

Prepared by and return to:

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

Tax Parcel Number:

06-04-25-007869-000-00

RIGHT-OF-WAY EASEMENT

Clay Electric Cooperative, Inc.

School "NN"-Oakleaf Plantation

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 fifteen (15) feet in width over, under, upon and across portions of Section 6 and 7, Township 4 South, Range 25 East, Clay County, Florida; said fifteen (15) foot easement being more particularly described on attached Exhibit "A" AND a depiction showing said easement attached as Exhibit "B".

Space above for recording data

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 , 2006

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

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 , 2006

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. _____

MAP SHOWING SURVEY OF:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FOR A POINT OF REFERENCE, COMMENCE AT THE INTERSECTION OF THE CENTERLINE OF OAKLEAF PLANTATION PARKWAY, (A VARIABLE WIDTH RIGHT OF WAY), AS RECORDED IN PLAT BOOK 44, PAGES 23 THROUGH 32 OF THE PUBLIC RECORDS OF SAID COUNTY, WITH THE WESTERLY PROLONGATION OF THE CENTERLINE OF PLANTATION OAKS BOULEVARD, (A 100 FOOT RIGHT OF WAY), AS SHOWN ON PLANTATION OAKS BOULEVARD WEST AS RECORDED IN PLAT BOOK 44, PAGES 18 THROUGH 22 OF SAID PUBLIC RECORDS; THENCE SOUTH 84°07'11" EAST, ALONG SAID WESTERLY PROLONGATION, A DISTANCE OF 302.84 FEET TO A POINT; THENCE SOUTH 05°52'49" WEST, A DISTANCE OF 50.00 FEET TO A POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAID PLANTATION OAKS BOULEVARD; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) SOUTH 84°07'11" EAST, A DISTANCE OF 45.67 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2050.00 FEET; (2) EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 627.60 FEET MAKING A CENTRAL ANGLE OF 17°32'27" HAVING A CHORD BEARING OF NORTH 87°06'36" EAST AND A CHORD DISTANCE OF 625.15 FEET TO THE POINT OF TANGENCY OF SAID CURVE; (3) NORTH 78°20'22" EAST, A DISTANCE OF 444.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500.00 FEET; (4) EASTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2222.21 FEET MAKING A CENTRAL ANGLE OF 50°55'46", HAVING A CHORD BEARING OF SOUTH 76°11'45" EAST AND A CHORD DISTANCE OF 2149.72 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD THE FOLLOWING NINETEEN (19) COURSES: (1) NORTH 76°23'07" WEST, A DISTANCE OF 217.88 FEET; (2) SOUTH 87°42'16" WEST, A DISTANCE OF 60.79 FEET; (3) SOUTH 88°17'50" WEST, A DISTANCE OF 102.31 FEET; (4) SOUTH 88°44'14" WEST, A DISTANCE OF 154.27 FEET; (5) NORTH 89°52'56" WEST, A DISTANCE OF 51.93 FEET; (6) SOUTH 86°55'08" WEST, A DISTANCE OF 50.14 FEET; (7) NORTH 79°40'37" WEST, A DISTANCE OF 105.52 FEET; (8) SOUTH 46°10'10" WEST, A DISTANCE OF 83.38 FEET; (9) SOUTH 43°49'50" EAST, A DISTANCE OF 15.00 FEET; (10) NORTH 46°10'10" EAST, A DISTANCE OF 75.71 FEET; (11) SOUTH 79°40'37" EAST, A DISTANCE OF 99.61 FEET; (12) NORTH 86°55'08" EAST, A DISTANCE OF 51.48 FEET; (13) SOUTH 89°52'56" EAST, A DISTANCE OF 51.69 FEET; (14) NORTH 88°44'14" EAST, A DISTANCE OF 154.51 FEET; (15) NORTH 88°17'50" EAST, A DISTANCE OF 102.37 FEET; (16) NORTH 87°42'16" EAST, A DISTANCE OF 58.70 FEET; (17) SOUTH 76°23'07" EAST, A DISTANCE OF 212.73 FEET; (18) SOUTH 50°18'19" EAST, A DISTANCE OF 30.13 FEET; (19) NORTH 39°41'41" EAST, A DISTANCE OF 15.00 FEET TO SAID SOUTHERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD AND A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2500 FEET; NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 33.65 FEET MAKING A CENTRAL ANGLE OF 00°46'16" HAVING A CHORD BEARING OF NORTH 50°20'44" WEST AND A CHORD DISTANCE OF 33.65 FEET TO THE POINT OF BEGINNING. CONTAINING 12,724 SQUARE FEET OR 0.29 ACRES, MORE OR LESS.

NOTES:

1. THIS IS A SPECIAL PURPOSE SURVEY FOR ELECTRIC EASEMENT.
2. BEARINGS BASED ON SOUTHERLY RIGHT OF WAY LINE OF PLANTATION OAKS BOULEVARD PER PLAT.

EXHIBIT "A"

SEE SHEET 1 OF 2 FOR MAP TO ACCOMPANY THIS DESCRIPTION.

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."



DONN W. BOATWRIGHT, P.S.M.

FLA. LIC. SURVEYOR AND MAPPER No. LS 3295
FLA. LIC. SURVEYING & MAPPING BUSINESS No. LB 3672

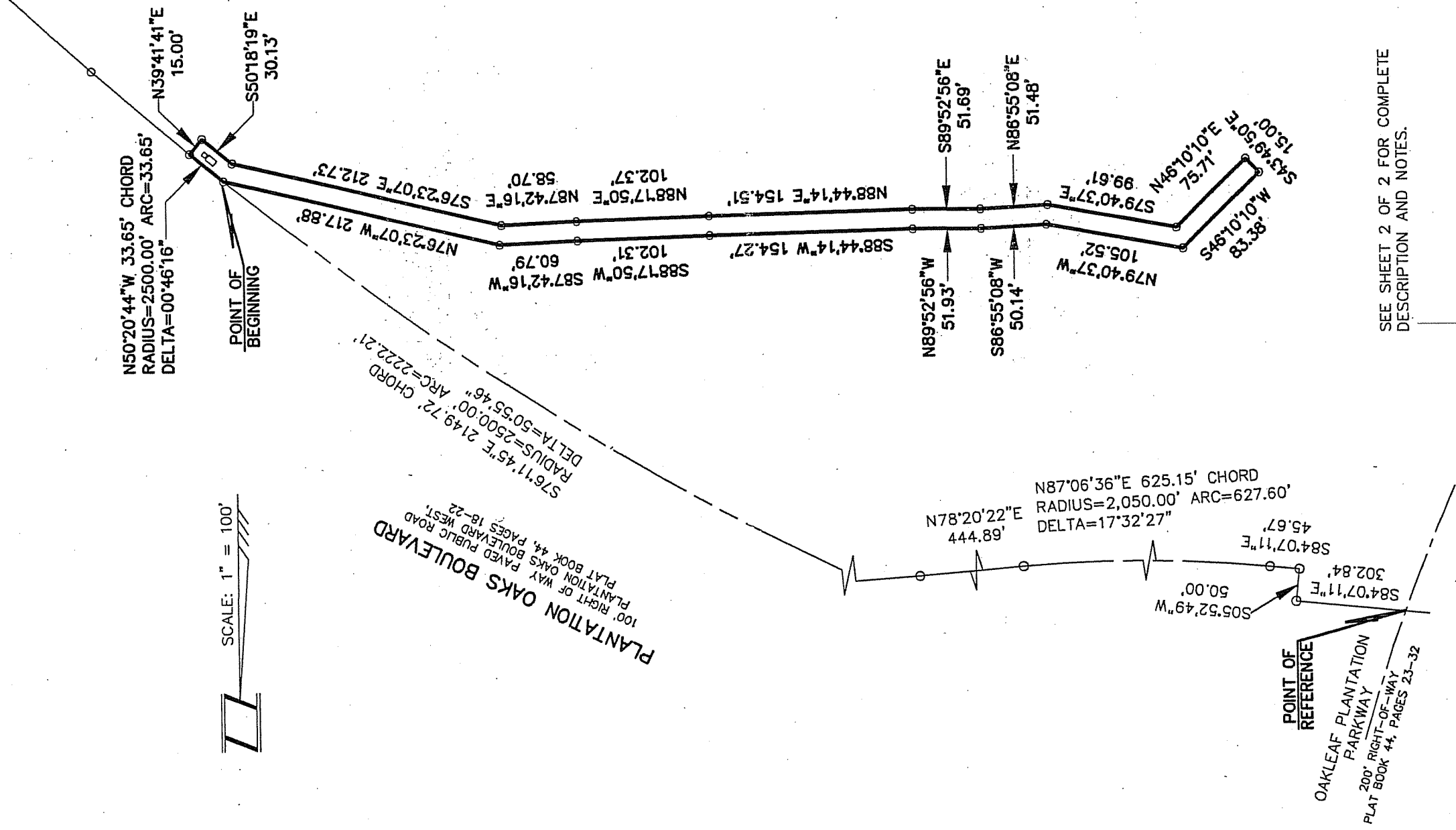
CHECKED BY: JCJ
DRAWN BY: 2006-0150A
FILE #

BOATWRIGHT LAND SURVEYORS, INC.
1500 ROBERTS DRIVE
JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: FEBRUARY 3, 2006
SHEET 2 OF 2

MAP SHOWING SURVEY OF:

A PORTION OF SECTIONS 6 AND 7, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA (SEE SHEET 2 OF 2 FOR COMPLETE DESCRIPTION)



SEE SHEET 2 OF 2 FOR COMPLETE DESCRIPTION AND NOTES.

EXHIBIT "B"

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CHECKED BY: DATE: FEBRUARY 28, 2006
 DRAWN BY: JCJ
 FILE #: 2006-0150A JACKSONVILLE BEACH, FLORIDA 241-8550

BOATWRIGHT LAND SURVEYORS, INC.

1500 ROBERTS DRIVE

JACKSONVILLE BEACH, FLORIDA 241-8550

DATE: FEBRUARY 28, 2006

SHEET 1 OF 2