

RIGHT-OF-WAY EASEMENT

GRANTOR(S), _____, whose mailing address is _____, City of _____ State of Florida, zip code _____, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby grant, bargain, sell, and convey to THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA, hereinafter "SBCC," a perpetual easement as described in Exhibit "A" attached hereto over, under, upon, and across the lands and real property situate, lying and being in Clay County, Florida, more particularly described as follows:

Non-exclusive use of a portion of parcel 38-06-26-16946-000-00, which parcel is located in Green Cove Springs, Clay County, Florida, (and which parcel is directly south of parcel 16961 on which Charles E. Bennett Elementary School is located) for use by the School Board of Clay County, Florida, and its agents, assigns, employees, contractors, subcontractors, and any other authorized persons for construction access to the site of the Charles E. Bennett Elementary School Phase 2 classroom addition project. Said parcel is more particularly described on Exhibit "A."

This easement is limited in duration to the time needed for the above-described construction project. During the time of use of this easement, the easement site shall be fenced and gated at the expense of SBCC. At the time of termination of this easement, any portion of the easement property impacted by use by SBCC shall be returned to its original state. The approximate duration of this easement is one calendar year from date of granting.

IN WITNESS WHEREOF, the Grantors have hereunto affixed their hands and seals this _____ day of _____, 2007

Signed, sealed and delivered in the presence of:

WITNESS

GRANTOR

WITNESS

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing Right-of-Way Easement was acknowledged before me this _____ day of _____, 2007, by _____, who did not take an oath.

WITNESS my hand and seal this _____ day of _____, 2007, at Green Cove Springs, Clay County, Florida.

personally known by me

produced identification
type: _____

NOTARY PUBLIC
Printed Name: _____
Commission No: _____
Commission expires: _____

EXHIBIT "A"

An easement over the northeast portion of parcel 38-06-26-16946-000-00 beginning at the southern and western most point of Beth Drive, at which point said Beth Drive terminates into the boundary of parcel 16946, which is the point of beginning, then proceeding north northwest along the boundary of the western end of Beth Drive and continuing along the boundary of the encumbered parcel and the parcel immediately adjacent to the eastern boundary of the encumbered parcel for a distance of approximately 290.00 feet to the point of intersection with the southern boundary of parcel 16961 (Charles E. Bennett Elementary School), thence west southwest along the boundary line between parcel 16946 and 16961 for a distance of 30.00 feet to a point, thence proceeding in a line south southeast parallel to the eastern boundary of the encumbered parcel for a distance of 290.00 feet to a point, then proceeding in a line east northeast for a distance of 30.00 feet to the point of beginning.