

Prepared by and return to:

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

Tax Parcel Number:  
06-05-25-009042-001-00

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

Middleburg H.S.  
Waste water & water plant

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 use of a parcel of land located in Section 37, Township 5 South, Range 24 East, Clay County, Florida for the construction, operation and maintenance of an underground electrical distribution system and associated facilities. Said parcel being more particularly described as on attached Exhibit "A".

Together with the non-exclusive use of a parcel of land located in Section 6, Township 5 South, Range 25 East, Clay County, Florida for the construction, operation and maintenance of an underground electrical distribution system and associated facilities. Said parcel being more particularly described as 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       , 2007

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

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA  
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"**

Easement No. 3

An easement for utilities covering a parcel of land situated in Section 37, Township 5 South, Range 24 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the east line of said Section 37 with the north line of County Road No. 220; thence on said east line, North 00 degrees 16 minutes 08 seconds West, 928.59 feet to the point of beginning; thence South 89 degrees 43 minutes 52 seconds West, 120.00 feet; thence North 00 degrees 16 minutes 08 seconds West 140.00 feet; thence North 89 degrees 43 minutes 52 seconds East, 120.00 feet to said east line of Section 37; thence on said east line, South 00 degrees 16 minutes 08 seconds East, 140.00 feet to the point of beginning.

**EXHIBIT "B"**

Easement No. 4

An easement for utilities covering a parcel of land situated in Section 6, Township 5 South, Range 25 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the west line of said Section 6 with the north line of County Road No. 220; thence on said west line, North 00 degrees 16 minutes 08 seconds West, 1003.63 feet to the point of beginning; thence continue North 89 degrees 43 minutes 52 seconds East, 95.00 feet; thence South 00 degrees 16 minutes 08 seconds East, 25.00 feet; thence South 89 degrees 43 minutes 52 seconds West, 95.00 feet; thence, North 00 degrees 16 minutes 08 seconds West, 25.00 feet to the point of beginning.

Prepared by and return to:

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

Tax Parcel Number:

06-05-25-009042-001-00

**RIGHT-OF-WAY EASEMENT**

Clay Electric Cooperative, Inc.

Middleburg H.S.  
Waste water & water plant

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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

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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 being thirty (30) feet in width being the East fifteen (15) feet of Section 37, Township 5 South, Range 24 East, Clay County, Florida AND the West fifteen (15) feet of Section 6, Township 5 South, Range 25 East, Clay County, Florida; the centerline of said thirty (30) foot easement being more particularly described as follows:

Begin at the intersection of the East line of said Section 37, also being the West line of said Section 6 with the North line of County Road No. 220; thence on said common line North 00 degrees 16 minutes 08 seconds West five hundred (500) feet to the terminus of said centerline and thirty (30) foot easement.

Together with the non-exclusive use of a parcel of land located in Section 37, Township 5 South, Range 24 East, Clay County, Florida for the construction, operation and maintenance of an underground electrical system and associated facilities over, under, upon and across the following parcel of land as described on attached as 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       , 2007

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

THE 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)

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

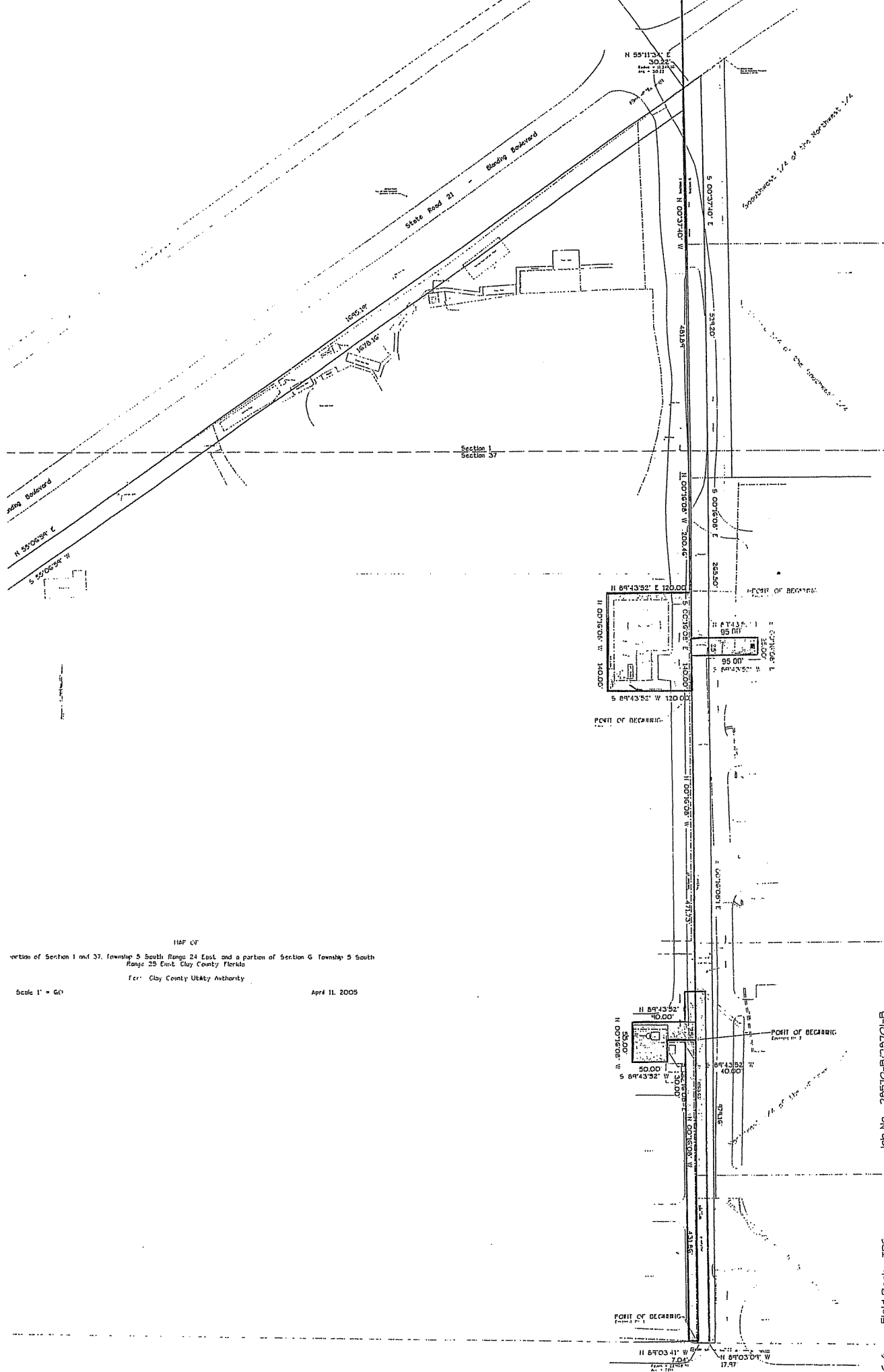
Commission Expires: \_\_\_\_\_ Commission No. \_\_\_\_\_

**EXHIBIT "A"**

Easement No. 2

An easement for utilities covering a parcel of land situated in Section 37, Township 5 South, Range 24 East, Clay County, Florida, said parcel being more particularly described as follows:

Commence at the intersection of the east line of said Section 37 with the north line of County Road No. 220; thence on said east line, North 00 degrees 16 minutes 08 seconds West, 431.86 feet to the point of beginning; thence South 89 degrees 43 minutes 52 seconds West, 40.00 feet; thence South 00 degrees 16 minutes 08 seconds East, 30.00 feet; thence South 89 degrees 43 minutes 52 seconds West, 50.00 feet; thence North 00 degrees 16 minutes 08 seconds West, 55.00 feet; thence North 89 degrees 43 minutes 52 seconds East, 90.00 feet to said east line of Section 37; thence on said east line, South 00 degrees 16 minutes 08 seconds East, 25.00 feet to the point of beginning.



MAP OF  
 Section of Section 1 and 37, Township 5 South, Range 24 East, and a portion of Section 6 Township 5 South  
 Range 25 East, Clay County, Florida.  
 For Clay County Utility Authority  
 Scale 1" = 60'  
 April 11, 2005

Job No. 28510-B/28510-B  
 Field Book TCS  
 No. 1-C-6