

Prepared by and return to: Jodi Carroll Real Estate Division Clay Electric Cooperative, Inc. P. O. Box 308 Keystone Heights, Florida 32656
Clay Electric Property No. 636931S01 Map No. 636931T02 Clay Regional Park Phase 1 W.O. No: 309267
Tax Parcel No. 10-08-24-006820-001-00

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

GRANTORS, (whether singular or plural) CLAY COUNTY, FLORIDA,

A political subdivision of the State of Florida

whose mailing address is P.O. Box 1366

Space above for recording data

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 ten (10) feet in width being five (5) feet on each side of the centerline of an underground electrical distribution system and associated facilities over, under, upon and across a parcel of land lying in Section 10 & Section 03, Township 08 South, Range 24 East, Clay County, Florida.

Said parcel being more particularly described on the attached Exhibit "A"

A sketch of approximate easement location is shown on the attached Exhibit "B"

**Together with a nonexclusive easement(s) being ten (10) feet in width, lying five (5) feet on each side of an electric distribution system and associated facilities over, under, upon and across said parcel(s), extending from the above easement to the consumers' point of connection.**

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. Grantee shall have the following rights and uses in the Easement Area: the right to construct, rebuild, operate, and maintain electric lines and systems on or under the above described lands (Easement Area) for the transmission of electric power and the distribution thereof; 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 Grantor is lawfully seized of the land in fee simple, that Grantor 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 \_\_\_\_\_, 2023.

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

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

By \_\_\_\_\_ (seal)  
Type/Print Name **Betsy Condon**  
and Title: Chair Board of County Commissioners (seal)

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

Attest: \_\_\_\_\_ (seal)  
Type/Print Name **Tara S. Green**  
and Title: Clay County Clerk of Court and Comptroller (seal)

Ex Officio Clerk to the Board

