

Prepared by and return to:

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

**Tax Parcel Number:**

04-05-26-014266-017-00 &  
09-05-26-014266-005-00

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

Lighthouse Courts

GRANTORS, (whether singular or plural) Crescent Resources, LLC

a Georgia LLC

whose mailing address is 400 South Tryon Street, Suite 1300

City Charlotte State North Carolina Zip Code 28201

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 easements ten (10) feet in width being five (5) feet each side of an electrical distribution system consisting of underground power cable, padmount transformer, padmount switchgear, electrical meter and etc. over, under, upon and across a parcel of land located in Section 4 and Section 9, Township 5 South, Range 26 East, Clay County and being more particularly described on reverse side as Exhibit "A".

Together with non-exclusive easements ten (10) feet in width being five (5) feet each side of underground cable extending from the above described easement area to the consumer's point of connections.

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 20th day of April, 2001

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,  
Witness Signature: [Signature]  
Also,  
Type/Print Name: Timothy D. Olson

Second,  
Witness Signature: [Signature]  
Also,  
Type/Print Name: Julie M. Ryan

STATE OF North Carolina  
COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 20th day of April, 2001

By James C. Smith Vice President Crescent Resources, LLC  
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a Georgia LLC, on behalf of the LLC. ☒ He/she is personally known to me or produced

as identification and did ☒ did not ☐ take an oath.

(Type of Identification)

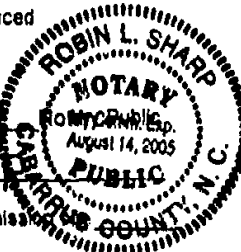
(Signature) [Signature]  
Also,  
Type/Print Name: Robin L. Sharp

Commission Expires: 8-14-05 Commission

Book: 1838  
Page: 1871  
Rec: 05/10/2001  
11:09 AM  
File# 200121114  
James B. Jett  
Clerk Of Courts  
Clay County, FL  
FE: \$15.00  
OC: \$2.70



Space above for recording data



## EXHIBIT "A"

A portion of Sections 4 and 9, Township 5 South, Range 26 East, Clay County, Florida, being more particularly described as follows: for a point of reference commence at the intersection of the South line of lands described in Official Records Book 122, page 625 of the public records of said county with the Westerly right of way line of U.S. Highway No. 17, State Road No. 16 (a variable width right of way) and run South 02°51'23" West along said Westerly right of way line of U.S. Highway No. 17, a distance of 542.14 feet to the point of beginning.

From the Point of Beginning thus described continue South 02°51'23" West along said Westerly right of way line of U.S. Highway 17, a distance of 2,059.88 feet; run thence South 89°33'25" West, a distance of 1065.65 feet; run thence North 02°51'23" East, a distance of 203.83 feet to a point of curvature; run thence in a Northerly direction along the arc of a curve, said curve being concave to the West and having a radius of 1,000 feet, an arc distance of 342.08 feet to a point, said arc being subtended by a chord bearing and distance on North 06°50'38" West 340.41 feet; run thence North 02°10'02" West, a distance of 503.03 feet; run thence North 10°59'12" East, a distance of 385.85 feet; run thence North 40°28'26" East, a distance of 184.87 feet; run thence North 25°45'22" East, a distance of 550.74 feet; run thence North 89°33'25" East, a distance of 786.44 feet to the point of beginning.

A facsimile of subject property A/K/A Lighthouse Court attached as Exhibit "B" showing approximate location of underground electrical distribution system.

OR BOOK 1938 PAGE 1972

