

Prepared by and return to:

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

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Fall Creek

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

Space above for recording data

GRANTORS, (whether singular or plural) OAKLEAF PLANTATION, L.L.C.

whose mailing address is 3020 Hartley Road, Suite 100

City Jacksonville State Florida Zip Code 32257

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 ten (10) feet in width being parallel with, adjacent to and outside of all the right of way lines of Waterford Oaks Drive, Crane Hill Court and Stable Gate Lane, including cul-de-sacs, over, under, upon and across Lot 1 thru Lot 90, Tract "B" and Tract "D" of FALLCREEK at OAKLEAF PLANTATION as shown on the plat thereof as recorded in the public records of Clay County, Florida in Plat Book 44, at pages 73 thru 80.

Together with easements ten (10) feet in width being five (5) feet each side of underground service cable extending from the above described easement areas to the consumer's point of connection.

FALL CREEK at OAKLEAF PLANTATION is a subdivision located in parts of Section 8 and Section 9, Township 4 South, Range 25 East, Clay County, Florida and being more particularly described on reverse side as Exhibit "A". A facsimile of said FALL CREEK at OAKLEAF PLANTATION attached as Exhibit "B".

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 19 day of April, 2004

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

First,
Witness Signature: Deborah H. Dunbar
Also,
Type/Print Name: Deborah H. Dunbar

Second,
Witness Signature: Noelle D. Matthews
Also,
Type/Print Name: Noelle D. Matthews

OAKLEAF PLANTATION, L.L.C.
a Florida Limited Liability Company
By EW (seal)
Type/Print Name and Title: ERIK H. WILSON, VICE PRESIDENT (seal)

Attest: Elinore C. Cox (seal)
Type/Print Name and Title: ELINORE C. COX, Secretary (seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of April, 2004

By ERIK H. WILSON, VICE PRESIDENT OF OAKLEAF PLANTATION, L.L.C.
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a Florida limited liability company, on behalf of the company. He/she is personally known to me or produced as identification and did did not take an oath.

(Type of identification)

(Notary Seal)

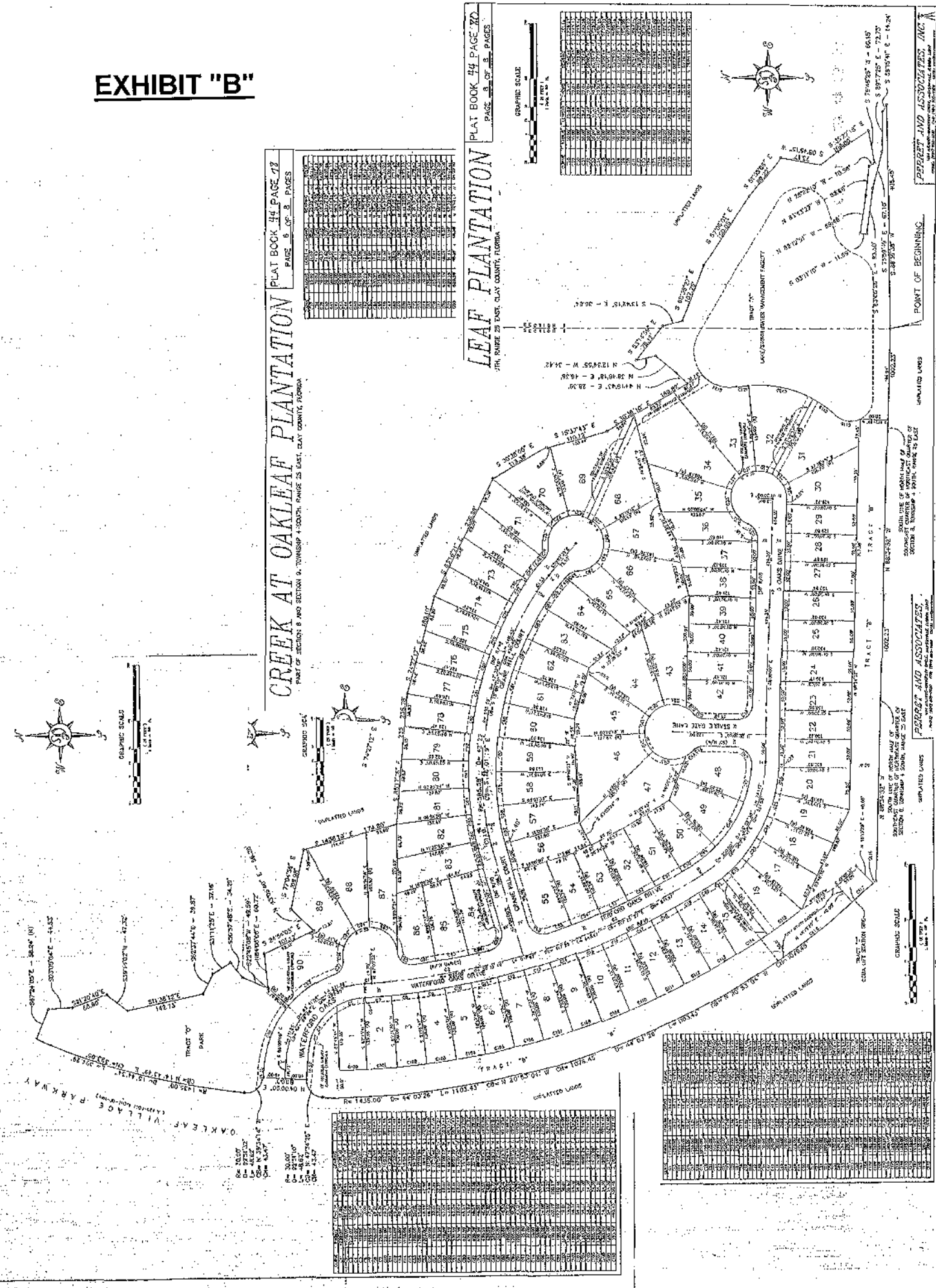
(Signature): Deborah H. Dunbar Notary Public
Also,
Type/Print Name: _____

Commission Expires: _____
DEBORAH H. DUNBAR
Notary Public, State of Florida
My comm. exp. June 10, 2005
Comm. No. DD 022831

A PARCEL OF LAND LYING IN AND BEING PART OF SECTION 8 AND SECTION 9, TOWNSHIP 4 SOUTH, RANGE 25 EAST, CLAY COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 8, ALSO BEING THE WEST LINE OF SAID SECTION 9, WITH THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE, ON SAID SOUTH LINE, NORTH 88 DEGREES 34 MINUTES 52 SECONDS WEST, 1002.23 FEET TO A POINT ON A CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 47 DEGREES 05 MINUTES 13 SECONDS EAST; THENCE, NORTHWESTERLY AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1435.00 FEET, AND A CENTRAL ANGLE OF 44 DEGREES 03 MINUTES 28 SECONDS, AN ARC DISTANCE OF 1103.43 FEET (NORTH 20 DEGREES 53 MINUTES 04 SECONDS WEST, 1078.45 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF COMPOUND CURVE ON THE EASTERLY RIGHT-OF-WAY LINE OF OAKLEAF VILLAGE PARKWAY, A 125-FOOT RIGHT-OF-WAY AS NOW ESTABLISHED; THENCE, ON SAID RIGHT-OF-WAY LINE AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 51 MINUTES 10 SECONDS, AN ARC DISTANCE OF 48.62 FEET (NORTH 47 DEGREES 34 MINUTES 25 SECONDS EAST, 43.47 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, ON SAID RIGHT-OF-WAY LINE, NORTH 03 DEGREES 59 MINUTES 49 SECONDS EAST, 80.00 FEET TO A POINT ON A CURVE; THENCE, ON SAID RIGHT-OF-WAY LINE AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 92 DEGREES 51 MINUTES 32 SECONDS, AN ARC DISTANCE OF 48.62 FEET (NORTH 39 DEGREES 34 MINUTES 14 SECONDS WEST, 43.47 FEET, CHORD BEARING AND DISTANCE) TO A POINT OF COMPOUND CURVE; THENCE, ON SAID RIGHT-OF-WAY LINE AROUND AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1435.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 44 MINUTES 34 SECONDS, AN ARC DISTANCE OF 394.29 FEET (NORTH 14 DEGREES 43 MINUTES 49 SECONDS EAST, 393.05 FEET, CHORD BEARING AND DISTANCE) TO A POINT ON SAID CURVE; THENCE, RADIAL TO SAID CURVE, SOUTH 87 DEGREES 24 MINUTES 05 SECONDS EAST, 58.24 FEET; THENCE, SOUTH 03 DEGREES 05 MINUTES 04 SECONDS EAST, 44.53 FEET; THENCE, SOUTH 21 DEGREES 20 MINUTES 40 SECONDS EAST, 86.80 FEET; THENCE, SOUTH 39 DEGREES 14 MINUTES 02 SECONDS WEST, 47.32 FEET; THENCE, SOUTH 11 DEGREES 38 MINUTES 12 SECONDS EAST, 142.73 FEET; THENCE, SOUTH 62 DEGREES 37 MINUTES 44 SECONDS EAST, 38.87 FEET; THENCE, SOUTH 31 DEGREES 11 MINUTES 25 SECONDS EAST, 37.18 FEET; THENCE, SOUTH 50 DEGREES 57 MINUTES 48 SECONDS WEST, 34.29 FEET; THENCE, SOUTH 22 DEGREES 45 MINUTES 08 SECONDS WEST, 49.59 FEET; THENCE, NORTH 84 DEGREES 08 MINUTES 08 SECONDS EAST, 80.72 FEET; THENCE, SOUTH 24 DEGREES 54 MINUTES 05 SECONDS EAST, 101.12 FEET; THENCE, NORTH 43 DEGREES 05 MINUTES 40 SECONDS EAST, 56.26 FEET; THENCE, SOUTH 77 DEGREES 04 MINUTES 58 SECONDS EAST, 108.88 FEET; THENCE, SOUTH 14 DEGREES 38 MINUTES 10 SECONDS EAST, 174.80 FEET; THENCE, SOUTH 85 DEGREES 17 MINUTES 36 SECONDS EAST, 235.38 FEET; THENCE, SOUTH 74 DEGREES 27 MINUTES 12 SECONDS EAST, 180.10 FEET; THENCE, SOUTH 63 DEGREES 18 MINUTES 21 SECONDS EAST, 236.88 FEET; THENCE, SOUTH 30 DEGREES 28 MINUTES 00 SECONDS EAST, 113.36 FEET; THENCE, SOUTH 15 DEGREES 37 MINUTES 43 SECONDS EAST, 110.12 FEET; THENCE, SOUTH 30 DEGREES 38 MINUTES 10 SECONDS EAST, 169.82 FEET; THENCE, NORTH 44 DEGREES 19 MINUTES 43 SECONDS EAST, 28.39 FEET; THENCE, NORTH 38 DEGREES 48 MINUTES 18 SECONDS EAST, 48.38 FEET; THENCE, NORTH 12 DEGREES 34 MINUTES 55 SECONDS WEST, 34.42 FEET; THENCE, SOUTH 53 DEGREES 14 MINUTES 59 SECONDS EAST, 78.12 FEET; THENCE, SOUTH 13 DEGREES 42 MINUTES 15 SECONDS EAST, 36.64 FEET; THENCE, SOUTH 68 DEGREES 35 MINUTES 27 SECONDS EAST, 107.75 FEET; THENCE, SOUTH 57 DEGREES 08 MINUTES 01 SECONDS EAST, 150.65 FEET; THENCE, SOUTH 51 DEGREES 55 MINUTES 06 SECONDS EAST, 89.22 FEET; THENCE, SOUTH 08 DEGREES 45 MINUTES 15 SECONDS WEST, 73.17 FEET; THENCE, SOUTH 35 DEGREES 27 MINUTES 18 SECONDS EAST, 108.80 FEET; THENCE, SOUTH 79 DEGREES 46 MINUTES 28 SECONDS WEST, 60.15 FEET; THENCE, NORTH 28 DEGREES 22 MINUTES 10 SECONDS WEST, 10.56 FEET; THENCE, NORTH 83 DEGREES 43 MINUTES 27 SECONDS WEST, 53.88 FEET; THENCE, NORTH 82 DEGREES 12 MINUTES 51 SECONDS WEST, 68.46 FEET; THENCE, SOUTH 03 DEGREES 11 MINUTES 10 SECONDS WEST, 11.69 FEET; THENCE, SOUTH 83 DEGREES 06 MINUTES 26 SECONDS EAST, 83.50 FEET; THENCE, SOUTH 75 DEGREES 59 MINUTES 49 SECONDS EAST, 67.10 FEET; THENCE, SOUTH 89 DEGREES 17 MINUTES 25 SECONDS EAST, 72.73 FEET; THENCE, SOUTH 58 DEGREES 15 MINUTES 41 SECONDS EAST, 14.24 FEET; THENCE, SOUTH 88 DEGREES 36 MINUTES 38 SECONDS WEST, 405.45 FEET TO THE POINT OF BEGINNING. CONTAINING 29.63 ACRES, MORE OR LESS.

EXHIBIT "B"



FORRETT AND ASSOCIATES, INC.

POINT OF BEGINNING

UNPLATTED LOTS

FORRETT AND ASSOCIATES

UNPLATTED LOTS

GRAPHICAL SCALE

UNPLATTED LOTS