

## Board Meeting Agenda Item Executive Summary

**Supt.'s Office Use Only**

**Board Meeting** 9-4-07

**Agenda** Consent

**Item No.** G. 7.

<b>Board Meeting Date:</b>	September 4, 2007
<b>Submitted By:</b>	Ed Gable
<b>Item Description:</b>	Easement Located at Santa Fe High School

**Purpose and Explanation:**

CONSENT

A perpetual utilities easement at Santa Fe High School between Clay Electric Cooperative, Inc., Keystone Heights, Florida, (Grantee) and the School Board of Alachua County, Florida, (Grantor) is requested for the purpose of allowing the Grantee to construct, operate and maintain public utilities.

**BUDGETARY IMPACT**

**Funding Source (Description):** **Amount: -0-**

<b>Staff Attorney Review &amp; Approval</b> <i>(For Contracts Only)</i>	Date: _____ Initial: _____	ADDITIONAL INFORMATION Yes: _____ No: _____
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Prepared by and return to:  
**Steve Yacynych**  
Clay Electric Cooperative, Inc.  
P. O. Box 308  
Keystone Heights, Florida 32656

**Tax Parcel Numbers:**  
**03052-000-000**

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

GRANTORS, (whether singular or plural) The School Board of Alachua  
County, Florida, A Corporate Body

Space above for recording data

whose mailing address is 620 East University Avenue

City Gainesville State FL Zip Code 32601

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 Alachua, State of Florida, more particularly described as follows:

**A non-exclusive easement twenty (20) feet wide, being ten (10) feet to each side of all overhead electric lines and associated facilities; together with a non-exclusive easement ten feet wide, being five (5) feet to each side of all underground electric lines and associated facilities over, under, upon and across the following described property:**

**SOUTH 42.56 CHAINS OF THE NORTH 66.44 CHAINS OF THE WEST 19.70 CHAINS LYING NORTH OF US HWY 441, SECTION 9, TOWNSHIP 8 SOUTH, RANGE 18 EAST, ALACHUA COUNTY, FLORIDA, LESS THE WEST 50 FEET PER DEED BOOK DB330 PAGE 240 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA.**

**It is the intent of the parties that this easement shall be effective for all existing facilities as well as all future new construction, renovations and/or additions at Santa Fe High School**

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 Alachua County, Florida  
A Corporate Body**

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

By: \_\_\_\_\_ (seal)  
Type/Print Name and Title: **Virginia S. Childs, Chairperson** (seal)

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

Attest: \_\_\_\_\_ (seal)  
Type/Print Name and Title: **W. Daniel Boyd, Jr., Ed. D., Superintendent** (seal)

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007

By Virginia S. Childs, Chairperson The School Board of Alachua County, Florida  
(Name of officer, partner or agent, and title, one or more) (Name of corporation or partnership acknowledging)

a Corporate body, on behalf of said body. She is personally known to me or has produced

\_\_\_\_\_ as identification.  
(Type of identification)

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

Commission Expires: \_\_\_\_\_ Commission No. \_\_\_\_\_  
(Notary Seal)