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KNOW ALL	MEN BY THESE PRESENTS, that we.	the undersigned Graniors. (whether on	30 C* F1010)
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en consideration of end hereby grant, bargein, at and assigns, a perpetu and being in the Coun	a dohar and other good and valuable could be set and convey to Clay Electric Cooperative usi seement 10 less in way of 0.000 and 0.500 a	onsiderations, the receipt of which is he, inc., a Florida Corporation, himmiliar enough over, under upon and across the late of Florida, more particularly described.	table the Cocymiative is successors
in easement 10 following descr	feet in width, over, acribed lands;	ross, through and upon	a portion of the
Argyle Unit One Current Public	92 inclusive, and that e according to plat ther Records, Duval County, ce thereto made a part h	reof recorded in Plat Bo Florida, all as shown o	, Highland Lakes on ok <u>G.S. Pages ' </u>
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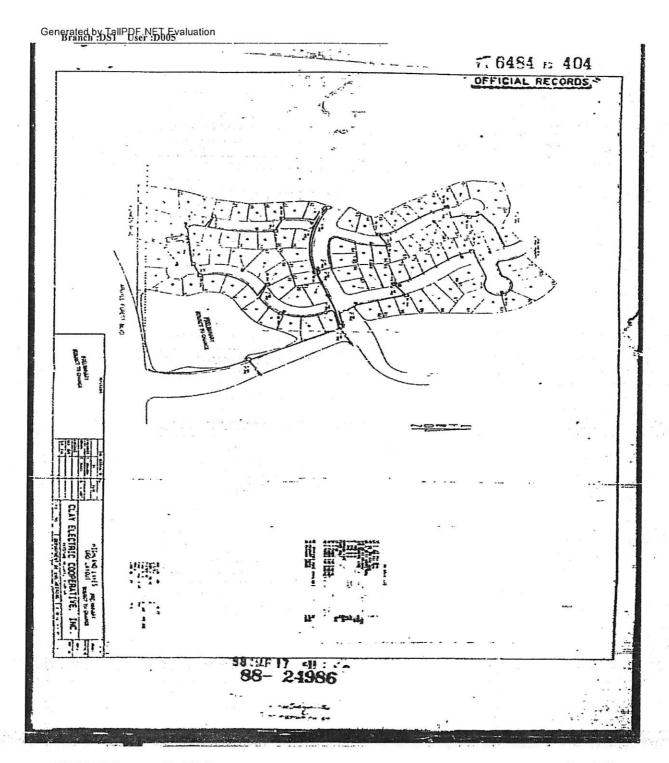
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THIS INDENTURE, made this Note day of February.

1989. between SUMMERHOMES INCORPORATED, a Florida corporation and BAITA/LANDTEC ASSOCIATES, IV, LTD., a Florida Limited Partnership f/k/a HIGHLANDS-ON-ARGYLE JOINT VENTURE d/b/a HIGHLAND LAKES JOINT VENTURE, a Florida joint venture, of the County of Duval and State of Florida, party of the first part, and the City of Jacksonville, a municipal corporation in Duval County, State of Florida, party of the second part.

Dollar in hand paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, said party of the first part hereby give, grant, dedicate and convey to the party of the second part, its successors and assigns forever, an unobstructed right-of-way and easement, with the right, privilege and authority to said party of the second part, its successors and assigns, to construct, operate, lay, maintain, improve and/or repair subsurface pipes and associated equipment for drainage, sewer, water, or other quasi-utilities, either or all, on, along, over, through, across or under the following described land, situate in Jacksonville, Duval County, Florida, to-wit:

All of the lands described on Exhibit "A" attached hereto.



its successors and assigns, of ingress and egress, to and over said above described premises, and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, also the privilege of removing at any time any and all of said improvements upon, over, under or in said lands, together also with right and easements, privileges and appurtenances in and to said land which may be required for the enjoyment of the



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OFFICIAL RECORDS

IN WITHESS WHEREOF, the Grantor has caused these presents to be signed in its name by its authorized officers and its seal affixed the day and year above written.

Signed, sealed and delivered in our presence

SURGERMONES INCORPORATED, a Florida corporation, and BAITA/LAMDTEC ASSOCIATES, IV. LTD., a Florida Limited Part-nership f/k/a HIGHLANDS-ON-ARGYLE JOINT VENTURE d/b/a EIGHLAND LAKES JOINT VENTURE, a Plorida joint venture.

BAITA/LANDTEC ASSOCIATES, IV, LTD., a Florida limited partnership

BAITA INTERNATIONAL

SUMMERMONES INCORPORATED, a Florida corporation

(Corporate Seal)

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unshineState Surveyors, inc.

OFFICIAL RECORDS

Exhibit A" Grant of Esseine Summerlones Inc.

Highland Lakes on Argyle Easement

APPROVED

CITY ENGINEERS OFFICE

July 18, 1988 (Revised 9-21-88) Work Order No. S88-846

File No. 88A-3036

EASEMENT NO. 1

A portion of the South one-half of the Northwest one-quarter of Section 35, Township 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the Southeast corner of said Northwest one-quarter of Section 35; run thence North $00^0~15^\prime~59''$ East, along the Easterly line of said Northwest one-quarter of Section 35, a distance of 756.64 feet to the Point of Beginning for this description.

From the Point of Beginning thus described, run thence North 89° 44′ 01" Mest, a distance of 58.59 feet; thence North 29° 25′06" East, a distance of 8.59 feet; thence South 89° 44′ 01" East, a distance of 39.40 feet; thence North 00° 15′ 59" East, a distance of 12.50 feet; run thence South 89° 44′ 01" East, a distance of 12.50 feet; run thence South 89° 44′ 01" East, a distance of 15.0 feet to a point in the aforementioned Easterly line of Northwest one-quarter of Section 35; run thence South 00° 15′ 59" Mest, along said Easterly line, a distance of 20 0 feet to the Point of Beginning distance of 20.0 feet to the Point of Beginning. DESCRIPTION

ALSO

EASEMENT MO. 2

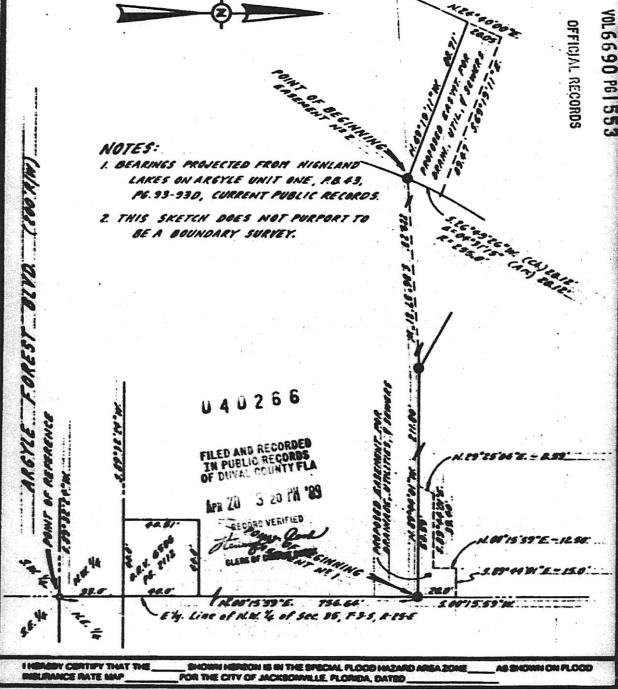
TORO/SHARY STANC A portion of the South one-half of the Northwest one-35, Touriship 3 South, Range 25 East, Duval County, Florida, being more particularly described as follows:

For Point of Reference, commence at the Southeast corner of said Northwest one-quarter of Section 35; run thence North 00° 15' 59" East, along the Easterly line of said Northwest one-quarter of Section 35, a distance of 756.64 feet; departing from said Easterly line of the Northwest one-quarter of Section 35, run thence North 89° 44' 01" West, a distance of 211.80 feet; thence South 86° 37' 21" West, a distance of 229.23 feet to the Point of Beginning for this description.

From the Point of Beginning thus described, run thence North 69° 19' 11" West, a distance of 88.71 feet; thence North 24° 40' 00" East, a distance of 20.05 feet; run thence South 69° 19' 11" East, a distance of 89.47 feet to a point lying in a curve, said curve being concave to the Southeast and having a radius of 255.0 feet; run thence 20.12 feet Southwesterly, around the arc of said curve and through a central angle of 04° 31' 15", to the Point of Reginning, said arc being subtended by a chord which bears South 26° 49' 26" West, 20.12 feet.

MAP TO ACCOMPANY DESCRIPTION

A PORTION OF THE SOUTH ONE-MALF OF THE MORTHWEST ONE-QUARTER OF SEC. 35, TOWNSNIP 3 SOUTH, RANGE 25 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENTS.



VEYORS & LAMP MYTLLE, FLORIDA



CETS THE

F.A.C., SECTION 472.07, CHAPTER 218.8.-6

SCALE /"= 60"

SO FLORIDA STERED SLINVEYOR, NO.

LEGEND

ORDER NO. 588-846

FIELD BOOK NO. NONE

VOL7383 PG1899	VOL	73	83	PG	8	9	9
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PROJECT	HIGHLAND	 ON	ARGYLE	FOREST.	
URD #	1274		MAP #	(55 F	

OFFICIAL RECORDS

JACKSONVILLE ELECTRIC AUTHORITY

EASEMENT

THIS EASEMENT made this day of HUTSON LAND GROUP. INC. 3030 HARTLEY RD., SUITE 290 JACKSONVILLE, FLORIT and the JACKSONVILLE ELECTRIC AUTHORITY, a body poli Church Street, Jacksonville, Florida, 32202, Party of the Second	tic and corporate, whose address is 21 West
WITNESSETH: For and in consideration of the sum of \$5 by the Party of the Second Part, receipt of which is hereby ackregives, grants, bargains, sells and conveys to the Party of the Se an unobstructed right-of-way and easement with the right, privilegeond Party, its successors and assigns to construct, operational properties of the party of the Second Party, its successors and assigns to construct, operational properties and associated equipment along transformers, supporting poies and other distribution system faction, on, along, through, across or under the following describe County, Florida to wit:	nowledged, the Party of the First Party hereby cond Part, its successors and assigns forever allege, and authority to the said Party of the ste, lay, improve and/or repair, operate and the paths on which said electric cables, illities and associated equipment are to be laid.

SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

dy

This instrument property of Kermit E. Bunwood, Jr. Jacksonville Electric Authority

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Provided however, that the Party of the Second Part shall have no right to construct, operate, lay, improve and/or repair, operate and maintain electric cables and associated equipment under any building or other structure, other than pavements and sidewalks, which is not in existence; and provided further, however, that the Party of the Second Part shall not interfere with any future development on the above referenced premises by the Party of the First Part, its successors or assigns, provided that the Party of the First Part agrees to pay all costs and expenses incurred by the Party of the Second Part in relocating any underground electric cables or associated equipment presently existing on the above referenced premises to accommodate said future development.

(8/07/91)

VOL7383 PG 90 OPROJECT HIGHLAND LAKES ON ARGYLE FOREST WAP # 155F

OFFICIAL RECORDS

Together with the right to said Party of the Second Part, its successors and assigns of the Ingress and egress to and over said above described premises and for doing anything necessary or useful or convenient for the enjoyment of the easement herein granted, providing that all openings and excavations for the purpose of examining, repairing, replacing, altering or extending the cables shall be properly refilled, the surface replaced with like material and the property left in good and safe condition. The easements herein granted are not exclusive of other uses by the Party of the First Part which do not interfere with the easement rights herein granted for the operation, maintenance and protection of said electric facilities

The rights and conditions herein granted by the undersigned are subject to the following conditions: The Party of the Second Part shall indemlify and save harmless to the Party of the First Part from all liabilities, claims or damages to any person or property resulting from above written.

WITNESSES:	NAME OF COMPANY: HUTSON LAND GROUP, INC.
	——————————————————————————————————————
relant CM Ochanicasion	BY: (elan)
pung Covern (1 Tolon Sceam	DONALD P. HINSON (price)
(1) Kenneth L. Johns Jr.	TITLE: PRESIDENT
remy Kenneth L Tehn Tr	ADDRESS: 3030 HARTLEY RD., SUITE 290
· · · · · · · · · · · · · · · · · · ·	JACKSONVILLE, FLORIDA 32257
	(CORPORATE SEAL)
STATE OF FLORIDA	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997
COUNTY OF DUVAL	
Before me personally appeared DONALD P. HINS	SON the PRESIDENT
of <u>HUTSON LAND GROUP, INC.</u> State of FLORIDA	a corporation existing under the laws of the who executed the foregoing Easement and acknowledged at and deed as such officer thereunto duly authorized, and
the execution thereof to be his or her own free ac	at and deed as such officer thereunto duly authorized, and
that the official seal of said corporation is duly affix said corportation. He or she is personally known to	ted thereto, and the said conveyance is the act and deed of one or has produced
as identification and did take an oath.	
WITNESS my hand and official seal this 25th day	y of June , 19 92 .
	VAL CYCLORO
-	
	lotary Public line in the commission of the Paris Aforesaid.
N	
6	(Seal) BONDED THRU TROY FAIR INSURANCE, INC.
Acceptance authorized pursuant to Resolution of meeting of May 7, 1974.	f the Jacksonville Electric Authority adopted at its regular
J	ACKSONVILLE ELECTRIC AUTHORITY
	sy: Done to
	Royce Lyles, Managing Director
Jany 1 otx	
ANT CONTRACTOR	
ı	

10L7383 PGI 90

PAGE 1 OF 1 PAGE SAID SECTION OF 1 PAGE 10 PAG

A PORTION OF TRACTS 1 THROUGH 8, (INCLUSIVE), BLOCK 2, SECTION 35, TOWNSHIP 3 SOUTH, RANGE 25 PART, AS SHOWN ON THE MAP OF JACKSONVILLE HEIGHTS, AS RECORDED IN PLAT BOOK 5, PAGE 93, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTH 1/2, OF THE HORTHWEST 1/4, OF SAID SECTION 35, BRING HORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONTENCE AT SOUTHEASTERLY CORNER OF THE MORTHWEST 1/4, OF SAID SECTION 35; THENCE MORTH 00° 15' 59" EAST, ALONG THE EASTERLY LINE OF SAID MORTHWEST 1/4 OF SECTION 35, 756.70 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE MORTHEASTERLY CORNER OF HIGHLAND LAKES ON ARGYLE UNIT THREE, AS RECORDED IN PLAT BOOK 44, PAGES 100, 100A 100B, AND 100C, OF THE GURRENT PHALIC RECORDS OF SAID COUNTY; THENCE ALONG THE MORTHERLY LINE OF SAID HIGHLAND LAKES ON ARGYLE UNIT THREE, THE POLLOWING FOUR COURSES AND DISTANCES; COURSE NO. ONE (#1); THENCE HORTH 60° 34' 04" MEST, 172,19 FEET TO A POINT SITUATE ON A CURVE LEADING SOUTHWESTERLY, COURSE NO. THREE (#3); THENCE MORTH 60° 34' 04" MEST, 172,19 FEET TO A POINT SITUATE ON A CURVE LEADING SOUTHWESTERLY, COURSE NO. THREE (#3); THENCE ALONG AND AROUND THE ARG OF THE CURVE, EAID CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 255,00 FRET, AN ARC LENGTH OF 127.04 FEET, SAID ARG BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 38° 52' 18' WEST, 125.73 FLET TO A POINT ON SAID CURVE, COURSE NO. FOUR (#4); THENCE NORTH 69° 24' 26" WEST, DEPARTING FROM SAID CURVE, 69.20 FRET TO THE MOST NORTHWESTERLY CORNER OF SAID MIGHLAND LAKES ON ARGYLE UNIT THREE; THENCE NORTH 24° 40° 00" EAST, 312.98 FRET; THENCE NORTH 73° 20' 45" WEST, 242.48 FRET TO A POINT SITUATE ON THE EASTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO, AS RECORDED IN PLAT BOOK 44, PAGES 55, 55A AND 55B, OF THE CURPET PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE EASTERLY AND MORTHERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT TWO. THE NORTHERSTERLY LINE OF HIGHLAND LAKES ALONG THE EASTERLY AND NORTHERLY LINE OF SAID HIGHLAND LAKES ON ARGYLE UNIT TWO, THE NORTHEASTERLY LINE OF HIGHLAND LAKES ON ARGYLE UNIT ONE, AS RECORDED IN PLAT BOOK 43, PAGES 93, 93A, 93B, 93C, AND 93D, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE NORTHERLY LINE OF HIGHLAND LAKES ON ARGYLE 93A, 93B, 93C, AND 93D, DP THE CURRENT PUBLIC RECORDS OF SAID COUNTY AND THE MORTHERLY LINE OF HIGHLAND LAKES ON ARCYLE UNIT. FOLUP, AS -RECORDS PO HILL TOCK 46, FAGES 15, 153, 153 AND 15C, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY. THE YOLLOWING NIHETEEN COURSES AND DISTANCES: COURSE NO. ONE (41); THENCE NORTH O7* 40' 00" WEST, 231.86 FERT, COURSE NO. THO (42); THENCE NORTH O7* 40' 15" KAST, 281.43 FEET, COURSE NO. THREE (43); THENCE SOUTH 82" 01' 55" WEST, 93.89 FEET, COURSE NO. FOUR (44); THENCE SOUTH 82" 01' 55" WEST, 12.27 FEET, COURSE NO. FIVE (45); THENCE SOUTH 84" 00' 00" WEST, 48.63 FEET TO A POINT SITUATE ON A CURVE LEADING HORTHWESTERLY, COURSE NO. SIX (46); THENCE ALONG AND AROUND LAWING A RADIUS GF 366.00 FLET, AN ARC LENGTH OF 29.39 FEET, SAID ARC BEING SUSTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 03" 53" 11" WEST, 29.38 FEET TO A POINT ON SAID CURVE, COURSE NO. SIX (46); THENCE SOUTH 69" 03' 45" WEST, 153.11 FEET, COURSE NO. HIME (49); THENCE SOUTH 69" 03' 45" WEST, 153.11 FEET, COURSE NO. HIME (49); THENCE SOUTH 18" 39' 55" LAST, 31.79 FEET, COURSE NO. THE (410); THENCE SOUTH 18" 33' 09" WEST, 80.55 FEET, COURSE NO. ELEVEN (411); THENCE NORTH 18" 03' 50' LAST, 281-55 FEET, COURSE NO. THE (410); THENCE SOUTH 67" 32' 58" WEST, 53.00 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHWESTERLY, COURSE NO. THISTERN (413); THENCE NORTH 18" 33' THENCE AND ARCHING AND DISTANCE OF SOUTH 67" 32' 58" WEST, 53.00 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHWESTERLY, COURSE NO. THISTERN (413); THENCE NORTH 28" FEET, COURSE NO. FIFTEEN (415); THENCE SOUTH 67" 32' 58" WEST, 53.00 FEET TO A POINT SITUATE ON A CURVE LEADING NORTHWESTERLY, COURSE NO. THISTERN (413); THENCE NORTH 49" 15' A2" WEST, 102.04 PEET TO A POINT SITUATE ON A CURVE BEING CONCAVE BOUTHWESTERLY AND HAVING A RADIUS OF 354.40 FEET, COURSE NO. FIFTEEN (415); THENCE SOUTH 58" 33' 45" MEST, 53.00 FEET TO THE POINT OF TANGENCY OF SAID CURVE, COURSE NO. FIFTEEN (415); THENCE SOUTH 58" 31' 45" MEST, 50.00 FEET TO THE FOUND OF TANGENCY OF SA 02' 51" WEST, 70.71 FRET TO THE POINT OF TANGENCY OF EAID CURVE, SAID POINT ALSO BEING SITUATE ON THE EASTERLY RIGHT-OF-WAY LINE OF WESTFORT ROAD, (A 66 FOOT RIGHT-OF-WAY AS HOW ESTABLISHED); THENCE HORTH 00° 02' 52" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 941.37 FRET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COLLINS INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF COLLINS ROAD, (A RIGHT-OF-WAY WITH VARIABLE WIDTHS); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LYNE, THE FOLLOWING FIVE COURSES AND DISTANCES; COURSE NO. ONE (#1); THENCE NORTH 88° 36' 00" EAST, 1895.18 FEET, COURSE NO. TWO (#2); THENCE SOUTH 01° 24' 00" EAST, 10.00 FEET, COURSE NO. THREE (#3); THENCE NORTH 88° 36' 00" EAST, 523.00 FEET, COURSE NO. FÜÜR (#4); THENCE NORTH 80' 24' 00" WEST, 10.00 FEET, COURSE NO. FIVE (#5); THENCE HORTH 88° 35' 55" EAST, 43.74 FEET TO A POIN: SITUATE ON THE AFOREMENTIONED FASTERLY LINE OF THE NORTHWEST 1/4 OF SECTION 35; THENCE SOUTH 00° 15' 12" WEST, ALCHG SAID EASTERLY LINE, 1869.82 FEET TO THE POINT OF BEGINNING.

LANDS THUS DESCRIBED CONTAIN 64.8? ACRES, HORE OR LESS.

OFFICIAL RECORDS

HIGHLAND CAKES URD # 1274 MAP # 155 F

TOONSENT AND JOINDER

Barnett Bank of Jacksonville, N.A., ("Mortgagee") is the holder of that certain mortgage dated July 19, 1991, recorded in Official Records Volume 7150 page 1823, of the current public records of Duval County, Florida ("Mortgage"). Mortgagee hereby consents to the execution, delivery and recording of the Easement from Hutson Land Group, inc., to the Jacksonville Electric Authority dated June 25, 1992, to which this Consent and Joinder is attached ("Easement") and subject and subordinate to the terms and conditions of the Easement; provided, however, nothing contained herein shall subordinate or release Mortgagee's interest under the Mortgage except as set forth herein.

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Joinder this Alfray of June, 1992.

N.A.

Signed, sealed and delivered the presence of

lusmuo

A AUSMUS

WAND A BUNNER.

RICIA

STATE OF FLORIDA)

COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this QULTO day of QUOC. 1992, by Gary E. Hollifield, the Vice President of Bachett Bank of Jacksonville, N.A., on behalf of the banking association. He is personally known to me and did not take an oath.

My Commission Expires:

Barnett Bank of Jacksonville,

de/Presiden#

Notary Public, State of FCORIDA

NOTARY PUBLIC, STATE OF FLORIDA My commission expires Oct. 19, 1993

GENERAL ASSIGNMENT OF ELECTRIC UTILITY EASEMENTS CLAY ELECTRIC COOPERATIVE, INC., TO JACKSONVILLE ELECTRIC AUTHORITY

ON THIS the day of the second second

All the electric utility easement rights and privileges held by Clay over, under, upon, and across the real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Subject to the following reservations:

- 1. Clay makes no warranties of any kind whatsoever with: 8252 respect to the easement rights assigned, nor does Clay make: 96001951 any representation regarding the assignability of such rights led & Recorded 01/03/96
- The intent of this assignment is not to assign any easemether w. cook or portion thereof that is used and useful to Clay in providing val. county, fletcustransferred to JEA. Consequently, and notwithstanding any provision to the contrary, Clay reserves all of its easement rights with respect to its facilities and customers who are not subject to the transfer to JEA.

TOGETHER WITH all rights and appurtenances belonging or in anywise appertaining to said easement rights and privileges hereby assigned.

SUBJECT to applicable reservations, terms and provisions, if any, set forth in any easement agreements and the terms hereof, and further subject to restrictions, easements, conditions, and other limitations of record without intending to reimpose the same.

At the request of JEA, Clay shall execute such further specific assignments of easements of specifically identified easements (which may be referenced by official records book and page number, or which may be attached to the assignment as exhibits) as JEA reasonably deems necessary to give full effect to the intent of this general blanket assignment.

RICHT-OF-WAY SECTION
ACKSOWILLE BLECTTO AJFWANTY
ALWEST CHEACH STREET, 3rd FLOOR
JACKSOWILLE, FLONDA 32202

TO HAVE AND TO HOLD the same unto JEA, it successors and assigns, forever.

IN WITNESS WHEREOF, Clay has caused these presents to be executed and its seal to be hereunto affixed as of the date first above written:

ATTEST:

CLAY ELECTRIC COOPERATIVE, INC.

Raymond Wingate, Secretary

Floyd I. Grann, President

STATE OF FLORIDA COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 16 day of 5297, 1994, by Floyd I. Gnann, President and Raymond Wingate, Secretary, respectively, of Clay Electric Cooperative, Inc., on behalf of the Cooperative, who are both personally known to me and who did not take an oath.

Notary Public, State of Florida

Print Name: BOBBY H. GLENN

Commission Expires: Scarcase 24, 1998

Commission Number: CC 390765

BOBBY H. GLENN
MY COMMISSION # CC390765 EXPIRES
September 24, 1998
BONDED THRU TROY FAIN INSURANCE, INC.

dist\doc\assease.ot

CLAY ELECTRIC COOPERATIVE, INC. TRANSFER TO THE JACKSONVILLE ELECTRIC AUTHORITY; 1994 PHASE PART 2

EXHIBIT "A", PAGE 1 OF 1

EXHIBIT "A" 1994 TRANSFER CLAY ELECTRIC COOPERATIVE, INC., TO JACKSONVILLE ELECTRIC AUTHORITY (1994 PHASE PART 2)

Part of Sections 26, 27, 34 and 35, all in Township 3 South, Range 25 East, Duval County, Florida, and being more particularly described as follows:

For a point of reference, commence at the Southeast corner of said Section 27, situated at the centerline intersection of Westport and Collins Roads; thence along said centerline of Collins Road, North 89°24'12" West, 900 feet to the Point of Beginning; thence along the West line of Indian Trail Estates as described in Official Record Volume 674 page 480 of the Public Records of said Duval County, the following six (6) courses and distances: (1) North 00°35'48" West, 145 feet; (2) North 05°54'12" East, 370 feet; (3) North 17°24'12" East, 320 feet; (4) North 08°44'45" East, 197.47 feet; (5) North 53°12'51" East, 630 feet; (6) North 88°12'51" East, 240 feet to the East line of said Section 27; thence Northerly along said East line of Section 27, approximately 3950 feet to an intersection with the centerline run of a watercourse known as McGirts Creek or Ortega River; thence run Southeasterly along said McGirts Creek centerline, and following the meanderings thereof, approximately 9600 feet to an intersection with the centerline of Argyle Forest Boulevard situated on the East-West Quarter (1/4) section line of said Section 35; thence East along said centerline of Argyle Forest Boulevard, approximately 1100 feet to the centerline of Rampart Road; thence due South 100 feet; thence parallel with and 100 feet South of said East-West Quarter (1/4) section line of Section 35, run Westerly approximately 5310 feet to the West right of way line of Westport Road; thence Northerly along said right of way line, approximately 100 feet to the North line of Argyle Forest Chimney Lakes Unit 5B, Plat Book 46, page 71, said public records; thence West along said North line, 195 feet to the East line of Indian Trails, an unrecorded development in the Northeast Quarter (N.E. 1/4) of said Section 34; thence along the said East line of Indian Trails the following five (5) courses and distances; (1) North, 290 feet to the North line of Cayuga Trail South; (2) West along said Cayuga Trail South, 190 feet; (3) North along the East line of Tracts 150 thru 143, a distance of 1025.85 feet; (4) West along the North line of Tracts 142 thru 135, a distance of 898.83 feet; (5) North along the East line of Tracts 132 thru 126, approximately 660 feet to the South line of the North Half (N. ½) of the Northeast Quarter (N.E. 1/4) of the Northeast Quarter (N.E. 1/4) of said Section 34; thence East along said South line, 165 feet, thence North parallel with said East line of Indian Trails, approximately 660 feet to the said centerline of Collins Road; thence along said centerline, South 89°24'12" East, approximately 255 feet to the Point of Beginning.

GENERAL ASSIGNMENT OF ELECTRIC UTILITY EASEMENTS CLAY ELECTRIC COOPERATIVE, INC., TO JACKSONVILLE ELECTRIC AUTHORITY

ONTHIS the <u>257</u> day of <u>North</u>, 1994, CLAY ELECTRIC COOPERATIVE, INC., a Florida corporation, located at P.O. Box 308, Keystone Heights, Clay County, Florida, 32656-0308, hereinafter called "Clay", for and in consideration of Ten Dollars and other good and valuable considerations to it in hand paid by the JACKSONVILLE ELECTRIC AUTHORITY, a body politic and corporate, hereinafter referred to as "JEA", whose address is 21 West Church Street, Jacksonville, Florida 32202, does hereby grant, bargain, sell, transfer, deliver, set over, assign and convey to JEA, its successors and assigns, the following properties located in Duval County, Florida, to-wit:

All the electric utility easement rights and privileges held by Clay over, under, upon, and across the real property described on Exhibit "A" attached hereto and made a part hereof by reference.

Subject to the following reservations:

- 1. Clay makes no warranties of any kind whatsoever with respect to 8252 the easement rights assigned, nor does Clay make representation regrading the assignability of such rights.

 September 1. Clay makes no warranties of any kind whatsoever with respect to 8252 229 236 229
- The intent of this assignment is not to assign any easemend 5 K CIRCUIT COURT portion thereof that is used and useful to Clay in providing \$ 19.50 electric service to its existing electric customers who are not transferred to JEA. Consequently, and notwithstanding any provision to the contrary, Clay reserves all of its easement rights with respect to its facilities and customers who are not subject to the transfer to JEA.

TOGETHER WITH all rights and appurtenances belonging or in anywise appertaining to said easement rights and privileges hereby assigned.

SUBJECT to applicable reservations, terms and provisions, if any, set forth in any easement agreements and the terms hereof, and further subject to restrictions, easements, conditions, and other limitations of record without intending to reimpose the same.

At the request of JEA, Clay shall execute such further specific assignments of easements of specifically identified easements (which may be referenced by official records book and page

number, or which may be attached to the assignment as exhibits) as JEA reasonably deems necessary to give full effect to the intent of this general blanket assignment.

TO HAVE AND TO HOLD the same unto JEA, it successors and assigns, forever.

IN WITNESS WHEREOF, Clay has caused these presents to be properly executed and its seal to be hereunto affixed as of the date and year first above written:

ATTEST:

Kaymond Wingate Secretary

CLAY ELECTRIC COOPERATIVE, INC.

LY COME TO SET OF A CONSTRUCT EXPIRES

ENGINEER B. 1894

Floyd I. Gnam, President

STATE OF FLORIDA COUNTY OF CLAY

The foregoing instrument was acknowledged before me this <u>257H</u> day of <u>April</u>, 1994, by Floyd I. Gnann, President and Raymond Wingate, Secretary, respectively, of Clay Electric Cooperative, Inc., in behalf of the Cooperative, who are both personally known to me and who did not take an oath.

Notary Public, State of Florida

Print name: JOHN W HARVIN, JR

Commission Expires: 9/8/94

Commission Number: &C 037538

CLAY ELECTRIC COOPERATIVE, INC. TRANSFER TO THE JACKSONVILLE ELECTRIC AUTHORITY; 1993 Phase I-A and 1994 Phase I.

EXHIBIT "A", PAGE 1 of 2

Book 8252 Pg 231

EXHIBIT "A" 1994 TRANSFER CLAY ELECTRIC COOPERATIVE, INC., TO JACKSONVILLE ELECTRIC AUTHORITY

Part of Sections 25, 35, 36 and 38, all in Township 3 South, Range 25 East, Duval County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 36, situated at the centerline intersection of Rampart and Collins Roads; thence along said Collins Road centerline North 89°58'19" East, 669.21 feet to the West line of Tract 11, Block 3, Section 25, Jacksonville Heights, Plat Book 5 page 93, said public records; thence Northerly along said West line, approximately 1320 feet to the Northwest corner of said Tract 11; thence along the Northerly line of Tracts 11 thru 15, said Block 3; Section 25; run Easterly approximately 1400 feet to the centerline of State Road 9A (Interstate Highway I-295); thence Southeasterly along said centerline, approximately 4300 feet to an intersection with the North line of Tract 15, Block One, Section 36, said Jacksonville Heights; thence run the Begin at the Northwest corner of said Section 36, situated at the 4300 feet to an intersection with the North line of Tract 15, Block One, Section 36, said Jacksonville Heights; thence run the following (5) courses and distances along the perimeters of Tracts 15,14,13,12,11, 10, Block One, and Tract 15, Block Two, Section 36, Jacksonville Heights, also being the Northerly boundary of lands now or formally owned by Gulfstream Communities, Inc.; (1) West along the North line of Tracts 15,14,13,12 and 11, Block One, approximately 1650 feet to the West line of said Tract 11, Block One; (2) South along said West line, approximately 660 feet; (3) West along the South line of Tract 9, said Block One, approximately 660 feet to Parramore Road; (4) North along Parramore Road approximately 660 feet to the North line of Tract 15, Block Two, said Section 36; (5) West on the North line of said Tract 15, Block Two, approximately 660 feet to the East boundary of Cypress Point approximately 660 feet to the North line of Tract 15, Block Two, said Section 36; (5) West on the North line of said Tract 15, Block Two, approximately 660 feet to the East boundary of Cypress Point Unit Two of the public records of said Duval County; thence along said East line the following five (5) courses and distances: (1) North 00°23'51" East, 685.76 feet; (2) North 89°51'43" East, 308.25 feet; (3) North 05°20'20" East, 344.00 feet; (4) South 89°55'22" West, 336.93 feet; (5) North 00°23'51" East, 342.88 feet to the said centerline of Collins Road; thence departing said East boundary, run South 89°59' West along said Collins Road centerline, 1338.38 feet to a Northerly prolongation of the West boundary of said Cypress Point Unit Two; thence along said prolongation and continuing along said West boundary the following five (5) courses and distances: (1) South 00°33'29" West, 1344.24 feet; (2) South 89°44'27" West, 637.93 feet to the East right of way line of said Rampart Road; (3) South 00°38'59" West, along said Rampart Road, 689.39 feet to the North boundary of Argyle Corners, Plat Book 45 pages 38 thru 38C, said public records; (4) North 89°40'09" East, along said North boundary of 38.93 feet; (5) South 00°31'29" West, along the East boundary of said Argyle Corners, 721.33 feet to the centerline of Argyle Forest Boulevard; thence along said centerline, South 89°32'21" West approximately 1800 feet to the centerline, and following the meanderings thereof, approximately 1600 feet to an intersection with the West boundary of Amanda's Crossing, Plat Book 42 pages 77 thru 778; said public records; thence along said West boundary, North 00°12'34" East, approximately 1000 feet to the said centerline of Collins Road and the North line of said Section 35, Township 3 South, Range 25 East; thence along said centerline, North 88°33'30" East, 1668.46 feet to the Point of Beginning.

CLAY ELECTRIC COOPERATIVE, INC. TRANSFER TO THE JACKSONVILLE ELECTRIC AUTHORITY; 1993 Phase I-A and 1994 Phase I.

EXHIBIT "A", PAGE 2 of 2

Book 8252 Pg 232

EXHIBIT "A" 1993 TRANSFER CLAY ELECTRIC COOPERATIVE, INC. TO JACKSONVILLE ELECTRIC AUTHORITY

Sections 23 and 24, together with portions of Sections 25, 26, 35, 36 and 38, all in Township 3 South, Range 25 East, Duval County, Florida, and being more particularly described as follows:

Begin at the Northwest corner of said Section 36, situated at the centerline intersection of Rampart and Collins Roads; thence along said Collins Road centerline North 89°58'19" East, 669.21 feet to a Northerly prolongation of the West boundary of Cypress Point Unit Two of the public records of said Daval County; thence along said prolongation and continuing along said west boundary the following five (5) courses and distances: (1) South 00°33'29" West, 31344.24 feet; (2) South 89°44'27" West, 637.93 feet to the East right of way line of said Rampart Road, 689.39 feet to the North boundary of Argyle Corners, Plat Book 45 pages 38 thru 38C said public records; (4) North 89°40'09" East, along said North boundary, 638.93 feet; (5) South 00°33'29" West, along the East boundary of said Argyle Corners, Plat Book 45 pages 38 thru 38C said public records; (4) North 89°41'29" East, along the South boundary of said Argyle Corners, 688.33 feet; thence departing said boundary line, run North 89°31'22" East, along the South boundary of Cypress Point Unit Three, Plat Book 43 pages 67 thru 678, said public records, 673.22 feet to the East boundary of said Cypress Point Unit Three; thence along said East boundary the following seven (7) courses and distances: (1) North 00°31'02" East, 1375.30 feet; (2) North 89°41'27" East, 663.22 feet; (3) North 00°22'51" East, 685.76 feet; (4) North 89°51'43" East, 308.25 feet; (5) North 05°20'20" East, 344.00 feet; (6) South 89°55'22" West, 336.93 feet; (7) North 69°51'143" East, 318.25 feet; (5) North 05°20'20" East, 342.88 feet to the said centerline of Collins Road; thence departing said East boundary, run South 89°59' West along said Collins Road centerline, approximately 1320 feet to the West line, approximately 1320 feet to the West along said Collins Road centerline, approximately 1400 feet to an intersection with the East line of Said Section 36, 25 and 24 said Township 3 South, Range 25 East, approximately 12,300 feet to an intersection with the East line of Said Section 36, 25 and