

This instrument was prepared by  
and should be returned to:

Bill Maudlin  
Florida Power & Light Company  
One Energy Place  
Pensacola, FL, 32520

Affected FPL Parcel# WA-11-022.000.PAE  
Parcel ID# 31-2S-19-24000-001-002 I

**ACCESS EASEMENT**  
(Corporate)

THIS ACCESS EASEMENT ("**Agreement**") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Northwest Florida State College f/k/a Okaloosa- Walton Community College**, whose address is **100 College Boulevard , Niceville, FL 32578**("Grantor") to **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose address for notice purposes is One Energy Place, Pensacola, Florida 32520-0093, its successors and assigns, to the extent that such successors and assigns are using the Easement for the purpose of the Facilities (the term "assigns" meaning any person, firm or corporation owning by way of assignment all rights under the Agreement or a portion of such rights with Florida Power & Light Company or its other assigns retaining and exercising the other rights) ("**Grantee**").

1. Grant. Grantor, being the owner of the property located in Walton County, Florida as described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"), for and in consideration of \$115,000.00 and other valuable consideration, receipt of which is hereby acknowledged, does grant to Grantee a non-exclusive Access Easement (the "**Easement**") in, on, over, under and across that portion of the Property depicted in **Exhibit A** attached to this Agreement and made a part of this Agreement (the "**Easement Area**"), for ingress and egress by Grantee, its agents, contractors, subcontractors, licensees, invitees, subsidiaries and affiliates for the purpose of the "Facilities," which means the construction, operation, and maintenance of one or more overhead and underground electric transmission and distribution lines.

2. No Interference.

(a) Grantee shall have the right, without duty to notify Grantor and or provide any additional compensation to Grantor other than what is provided in this Agreement, to clear the land, cut, prune and remove or otherwise dispose of any foliage or vegetation and keep the land clear of all obstructions on or near the Easement Area that Grantee deems a threat or potential threat to its rights under this Agreement. Grantor shall not grant or permit any person(s) claiming through Grantor, other than Grantee, any right-of-way, encumbrance, easement or other right or interest in, to or affecting the Easement Area, without the prior written consent of Grantee in each instance, which consent Grantee may grant, withhold or deny in its sole discretion.

(b) Notwithstanding paragraphs 2(a) above and 7(b) below, by the execution and delivery hereof Grantor so expressly agrees that no portion of the Easement Area shall be excavated, altered, obstructed, improved, surfaced, or paved without the prior written permission of the Grantee, and no building, well, irrigation system, structure, obstruction or improvement (including any improvements for recreational activities) shall be located, constructed, maintained or operated over, under, upon or across said Easement Area by the Grantor, or the heirs, personal representatives, successors or assigns of Grantor. Any improvement, structure or alteration that interferes with or is inconsistent with the use, occupation, maintenance or enjoyment thereof by Grantee or as might cause a hazardous condition shall be a violation of this provision. However, no violation of this provision shall be deemed adverse or hostile to Grantee until such time as said violation interferes with Grantee's actual use, occupation and enjoyment of the Easement Area and the rights granted hereunder; and until Grantee first provides written notice to Grantor of the violation(s) and Grantor fails to cure the violations complained of within thirty (30) days of such notice.

3. Term. This Agreement shall be perpetual unless terminated in writing by Grantee and released of record by a Release of Easement recorded in the County where the Property is located.

4. Indemnification & Insurance. Grantee shall maintain liability insurance insuring Grantee and Grantor against loss caused by Grantee's use of the Property. The amount of insurance shall not be less than \$3,000,000.00 of combined single limit liability coverage. Grantee shall indemnify, and at its expense, defend, Grantor against liability for injuries and claims for damage to the extent that they are caused by Grantee's exercise of rights granted in this Agreement. This indemnity does not cover losses of rent, business opportunities, crop production, and profits that may result from Grantor's loss of use of the Property.

5. Compliance. Grantee shall at all times observe in its use of the Easement Area all applicable municipal, county, state and federal laws, ordinances, codes, statutes, rules and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

6. Successors & Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

7. Miscellaneous.

(a) Exhibits. All of the Exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement, to the extent that successors and assigns are using the Easement for the purpose of the Facilities.

(b) Reservation. Grantor reserves all rights of ownership in and to the Easement Area which are not inconsistent with this Agreement, including, without limitation, the right to grant further easements on, over and/or across the Easement Area (i.e. utility and/or access easements) and the right to use the Easement Area for all uses not interfering or inconsistent with this Agreement in any material respect.

8. Amendments; Termination. Subject to the other provisions of this Agreement, this Agreement may not be amended, modified or terminated except by written agreement executed by the parties hereto, or their successors and/or assigns. Further, no modification or amendment shall be effective unless in writing and recorded in the County where the Property is located.

9. Ownership. Grantor covenants that the undersigned Grantor is/are the fee simple owners of the subject land, more particularly described on Exhibit "A" attached to this Agreement and made a part of this Agreement. And further covenants that the subject land is free and clear of liens, encumbrances and third party rights and/or claims of any kind.



EXECUTED as of the date and year first above written.

Witnesses for Grantor :

Grantor:

**Northwest Florida State College f/k/a  
Okaloosa- Walton Community College**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF FLORIDA                    )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by  
\_\_\_\_\_, as \_\_\_\_\_ of **Northwest Florida State  
College f/k/a Okaloosa- Walton Community College**, on behalf of the company.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Personally Known **OR**  Produced Identification  
Type of Identification Produced \_\_\_\_\_



EXECUTED as of the date and year first above written.

**Grantee:**

Signed sealed and delivered  
In the presence of:

**FLORIDA POWER & LIGHT COMPANY**  
One Energy Place  
Pensacola, FL 32520-0093

\_\_\_\_\_  
Witness Signature:  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Its:\_\_\_\_\_

\_\_\_\_\_  
Witness Signature:  
Print Name:\_\_\_\_\_

**ACKNOWLEDGEMENT**

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

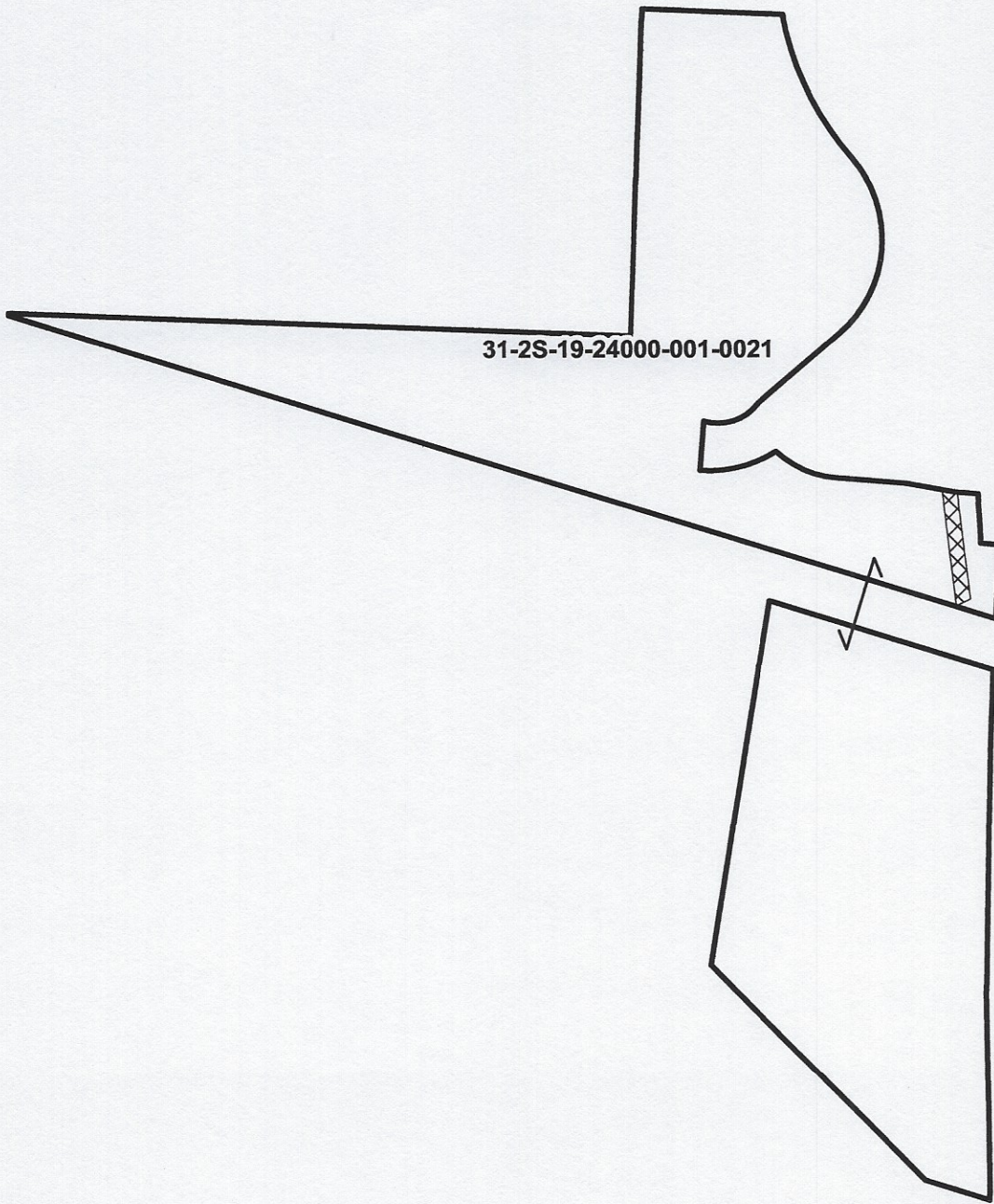
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, personally known to me to be the person who subscribed to the foregoing instrument, and acknowledged that he/she executed the same on behalf of said corporation and that he/she was duly authorized so to do.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Name (Print):\_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires:\_\_\_\_\_



EXHIBIT A  
Walton County, Florida



- LandhookLines
- ▨ PERMANENT EASEMENT
- ▭ PARCEL BOUNDARY

0 1,000 Feet

Property Of

**Northwest Florida State College f/k/a  
Okaloosa- Walton Community College**

Affected Tract Number: WA-11-022.000.PAE

Tax Parcel Number: 31-2S-19-24000-001-0021

Permanent ROW Acreage: 0.16 acres





Date: 5/31/2023

Drawing is preliminary and the location of the easement shall be fixed and determined by the survey and legal description prepared by Grantee.



FOR DISCUSSION PURPOSES ONLY  
Walton County, Florida



 PARCEL BOUNDARY  
 EASEMENT

0 1,000 Feet

Drawing is preliminary and the location of the easement shall be fixed and determined by the survey and legal description prepared by Grantee.

Property Of

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Okaloosa-Walton Community College**

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