

This instrument was prepared by  
and should be returned to:

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

Affected Tract# WA-11-  
022.000.TAE Parcel ID31-2S-19-  
24000-001-0021

## TEMPORARY ACCESS AGREEMENT

(Corporate)

THIS TEMPORARY ACCESS AGREEMENT (“**Agreement**”), is executed effective this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ (“**Effective Date**”), by and between **Northwest Florida State College f/k/a Okaloosa- Walton Community College**, whose address for notice purposes is: **100 College Boulevard , Niceville, FL 32578 (“Grantor”)** and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose address for notice purposes is One Energy Place, Pensacola, Florida 32520-0093, its successor and assigns (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) , to the extent that such successors and assigns are using the Easement for the purpose of the Facilities (“**Grantee**”). Grantor and Grantee are sometimes referred to individually, as a “**Party**”, and collectively, as “**Parties**”.

### PREMISES

A. Grantor is the owner of a certain tract of real property located in Walton County, Florida and more particularly described on the attached **Exhibit A (“Property”)**; and

B. Grantee intends to construct, operate and maintain one or more overhead and underground electric transmission and distribution lines, including but not limited to, wires, poles, “H” frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes and one or more pipelines, and appurtenant equipment for the transmission of substances of any kind and appurtenant facilities in the State of Florida (collectively, the “**Facilities**”); and

C. Grantor desires to grant and convey to Grantee temporary access over that portion of the Property depicted on **Exhibit A** for the Facilities, over which certain equipment and facilities will ingress and egress in furtherance of the construction of the Facilities.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor grants, bargains, sells and conveys unto Grantee, temporary access along that portion of the Property more particularly depicted on the attached **Exhibit A (“Temporary Access Area”)**. Grantee shall have the right to travel over across and along the Temporary Access Area by means of existing roads and lanes which Grantee may improve from time to time. Grantee shall have the right to clear and keep cleared from the Temporary Access Area all trees, brush, and undergrowth.

2. **Maintenance & Use.** Grantee shall keep the Temporary Access Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's

employees, contractors, agents and/or invitees. Grantee shall not allow the Temporary Access Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Access Area for the purposes granted in this Agreement.

3. **Term.** The term of the Agreement (“**Term**”) shall commence on **July 1, 2024, and** automatically expire on **June 30, 2026**, without the need for further action on the part of either Party.

4. **Authority.** Grantor represents and warrants to Grantee that Grantor owns the Property including the Temporary Access Area in fee simple and is fully authorized and empowered to grant the rights and benefits granted to Grantee.

5. **Damage.** Throughout the Term of this Agreement, Grantee will repair any damage to the Property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees, or agents.

6. **Removal & Restoration.** Upon full or partial termination of this Agreement, Grantee shall remove all physical material pertaining to the Facilities and restore the Temporary Access Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Access Area (except for replanting any trees, brush, or undergrowth that is cleared pursuant to this Agreement).

7. **Compensation.** Grantee shall pay Grantor the amount set forth in the attached Compensation Page as the consideration for the rights granted to Grantee under this Agreement. The parties acknowledge and agree that the Compensation Page will not be included with this Agreement if and when recorded with the County Recorder, and that so removing the Compensation Page prior to recording is intentional and does not in any way affect the validity of this Agreement.

8. **Public Records.** The Parties understand and agree that this Agreement is subject to the laws of the State of Florida, including but not limited to disclosure under Florida Public Records or Florida Open Meetings law.

9. **Complete Agreement.** This Agreement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

10. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, without reference to conflicts of law principles. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Agreement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Agreement, each shall have all remedies available at law or in equity. If any legal proceedings are commenced with respect to any matter arising under or related to this Agreement, the parties agree that the courts of the State of Florida or federal courts located in the State of Florida will have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings and that the venue of any such action will be in Okaloosa County, Florida, or the United States District Court for the Northern District of Florida.

11. **Counterparts.** This Agreement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

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 effective the day and year first hereinabove 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 \_\_\_\_\_, a \_\_\_\_\_ 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.

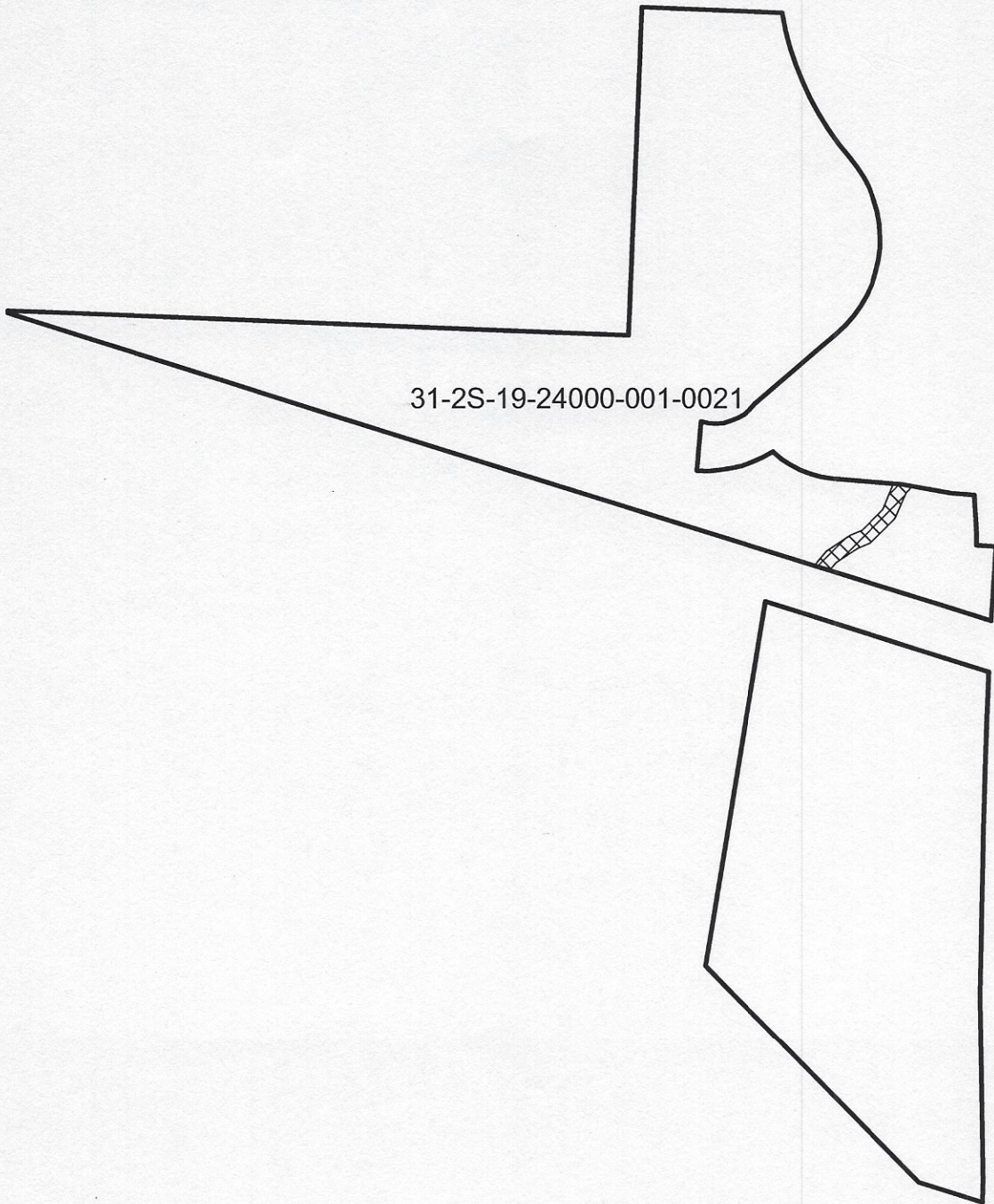
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA  
Name (Print): \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**Compensation Page**

Florida Power & Light Company, a Florida corporation, (“**Grantee**”) shall pay to **Northwest Florida State College f/k/a Okaloosa- Walton Community College**, (“**Grantor**”) a one-time payment in the amount of \$ \_\_\_\_\_ as full compensation for Grantor granting a Temporary Construction Easement to Grantee.

Payment shall be distributed in the name of Grantor.

EXHIBIT A  
Walton County, Florida





31-2S-19-24000-001-0021



Property Of

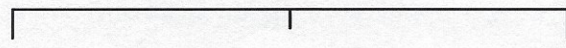
**Northwest Florida State College f/k/a  
Okaloosa- Walton Community College**

 TEMPORARY EASEMENT  
 PARCEL BOUNDARY

Affected Tract Number: WA-11-022.000.TAE

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

Temporary Access Acreage: 0.17 acres

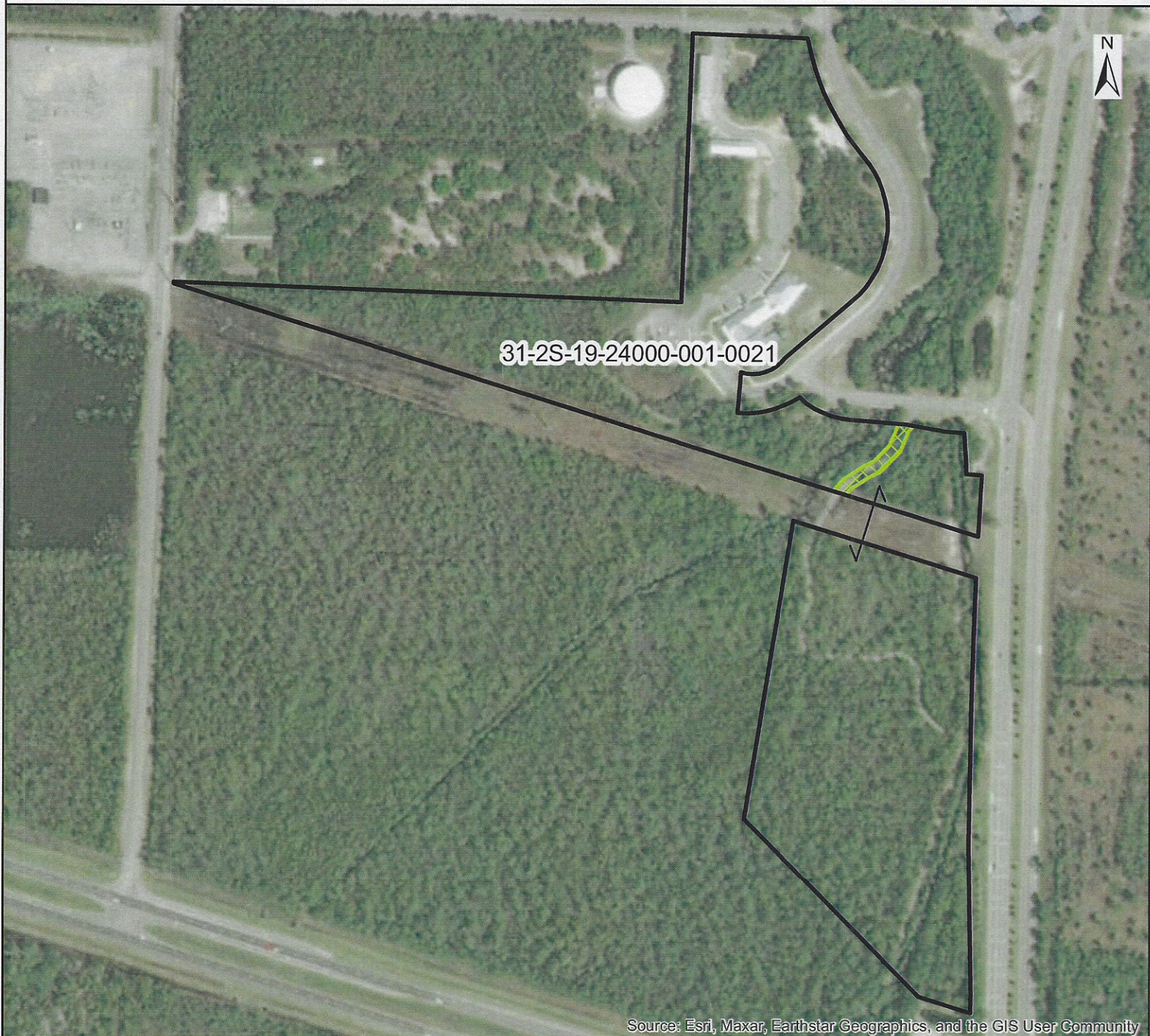
0  1,000 Feet

**DOYLE**  
LAND SERVICES

Date: 5/30/2023

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

EXHIBIT A  
Walton County, Florida



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



Property Of

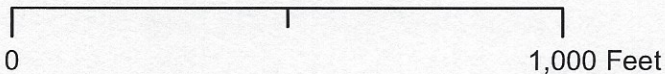
**Northwest Florida State College f/k/a  
Okaloosa- Walton Community College**

- PARCEL BOUNDARY
- TEMPORARY EASEMENT

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Date: 5/30/2023

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