

TRANSMISSION: Argyle

ACKNOWLEDGEMENT OF PAYMENT

FPL  
1 Energy Plaza  
Pensacola, FL 32520

Tract No.(s) WA-11-022.000

Parcel ID No.(s) 31-2S-19-24000-001-0021

County: Walton  
State: Florida  
Date: 9/2/22

LANDOWNER: Northwest Florida State College

Sixty Thousand Dollars 00/100 Dollars \$ 60,000.00

FOR:

X Easement Agreement dated \_\_\_\_\_ for 0.05 acres of Permanent Easement 100 Percent interest

Other: \_\_\_\_\_ Agreement dated \_\_\_\_\_ for \_\_\_\_\_

Comments: The referenced Easement Agreement is attached and is incorporated in this Acknowledgment of Payment.

Agent and Landowner to complete this section:

Landowner Northwest Florida State College
Print Payee Name Northwest Florida State College
Payee Signature
Print Spouse Name N/A
Spouse Signature N/A
Address 100 College Boulevard E
City Niceville ST FL Zip 32578
SS# or FIN of Payee: <input type="checkbox"/> W9 Form

Florida Power and Light agrees to pay the highlighted amount above within 30 days of signing this acknowledgement and executing referenced agreement.

Bill Maudlin  
Manager- Florida Power & Light Company  
Land Services Acquisition

Signature: Bill Maudlin

Prepared by and Return to:

Bill Maudlin  
Florida Power & Light Company  
One Energy Place  
Pensacola, FL 32520 0093

Affected FPL Parcel# WA-11-022.000  
Parcel ID# 31-2S-19-24000-001-0021

## EASEMENT

(Corporate)

KNOW ALL MEN BY THESE PRESENTS that **NORTHWEST FLORIDA STATE COLLEGE, formerly known as Okaloosa-Walton Community College**, of the County of Okaloosa and State of Florida, whose address is 100 College Boulevard E, Niceville, Florida 32578 (“**Grantor**”) in consideration of the sum of One Dollar and No Cents (\$1.00) and other valuable considerations, receipt of which is hereby acknowledged, do grant to **FLORIDA POWER & LIGHT COMPANY**, a Florida corporation, whose address is P.O. Box 14000, Juno Beach, Florida 33408-0420 and to its successors and assigns (the term “assigns” meaning any person or business entity owning by way of assignment all or a portion of rights under this easement 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**”), an easement forever **15** feet in width, to be used for the construction, operation, and maintenance of 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 (all of the foregoing referred to as (“**Facilities**”), over, under, in, on, upon and across the lands of Grantor situated in the County of Walton and the State of Florida (the “**Easement**”) and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof (the “**Easement Area**”);

together with the right and privilege from time to time to reconstruct, inspect, alter, repair, improve, enlarge, add to, change the voltage, as well as the nature or physical characteristics of, replace, remove or relocate the Facilities or any part of them, to permit any other person, firm, or corporation to attach or place wires to or within any Facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; lay temporary mats, install gates to existing or future fences, install fill, culverts or other drainage facilities upon, across, over or under the Easement Area with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the herein described purposes,

including, but not limited to, the right to cut and keep clear all trees and undergrowth and other obstructions within the Easement Area and on lands of Grantor in close proximity to the Easement Area that directly interfere with the proper construction, operation, and maintenance of such Facilities or any part of them, the right to mark the location of any underground Facilities by above ground and other suitable markers; together with the right of ingress and egress for personnel, vehicles, and equipment over the adjoining lands of Grantor, for the purpose of exercising and enjoying the rights granted by this easement and any or all of the rights granted hereunder. After Grantor executes this Easement, Grantee shall obtain a certified survey sketch and legal description of the Easement Area, whether or not recorded in the public records where the Easement Area is located, and share such certified survey sketch and legal description with Grantor. Upon completion of such survey, Grantor authorizes Grantee to execute and record a supplement to this Easement in the public records of Walton County, Florida, replacing the attached Exhibit A with the certified survey sketch and legal description of the Easement Area.

Grantor grants to Grantee the Easement for the express, limited purpose of the Facilities. Use of the Easement for a purpose other than the Facilities shall be prohibited.

Notwithstanding anything contained herein to the contrary, by the execution and delivery of this Easement, Grantor acknowledges and agrees that (i) Grantor's activities shall not interfere or be inconsistent with the use, occupation, maintenance, or enjoyment thereof by Grantee, or as might cause a hazardous condition; and (ii) no portion of the Easement Area shall be excavated, altered, obstructed, surfaced, or paved 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 the Easement Area by Grantor or the heirs, personal representatives, successors, or assigns of Grantor without the prior written permission of Grantee. Grantor acknowledges and agrees that any improvement, structure, or alteration that interferes with or is inconsistent with the use, occupation, maintenance, or enjoyment thereof by Grantee or its licensees 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, maintenance, or 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 sixty (60) days of such notice.

Notwithstanding anything contained herein to the contrary, as an express condition of Grantor executing and delivering this Easement, Grantee acknowledges and agrees that (i) Grantee's activities shall not interfere or be inconsistent with the use, occupation, maintenance, or enjoyment of Grantor's property outside of the Easement Area, or as might cause a hazardous condition; and (ii) Grantee shall not permit any lien of any kind against the Easement or Easement Area and, if anyone attempts to place such a lien, Grantee shall at its own cost and expense take all necessary action to promptly remove the attempted lien.

Grantor covenants that Grantor is the fee simple owner of the Easement Area and further covenants that the Easement Area is free and clear of liens, encumbrances, and third-party rights and/or claims of any kind.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, Grantor has executed this Easement this \_\_\_\_ day of \_\_\_\_\_, 2022.

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

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

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

\_\_\_\_\_  
Dr. Devin Stephenson, President

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

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_, as President of **Northwest Florida State College,  
formerly known as Okaloosa-Walton Community College**, on behalf of the College.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_

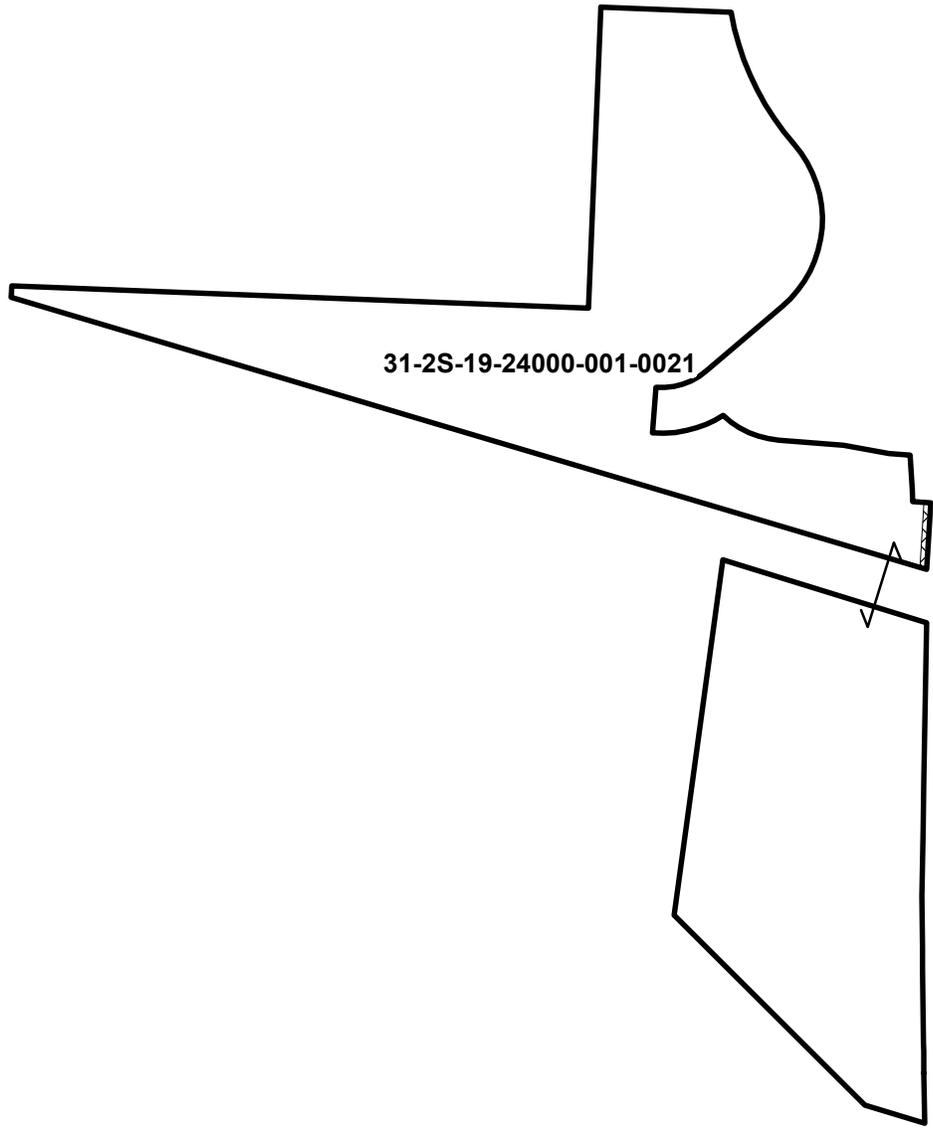
Print Name: \_\_\_\_\_

Notary Public, State of Florida

My commission expires: \_\_\_\_\_

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

EXHIBIT A  
Walton County, Florida



Property Of

**Okaloosa-Walton Community College**

 EASEMENT  
 PARCEL BOUNDARY

Affected Tract Number: WA-11-022.000

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

Permanent ROW Length: 142.49 feet

Permanent ROW Width: 15 feet

Permanent ROW Acreage: 0.05 acres



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

Date: 4/21/2022