



June 8, 2022

Northwest Florida State College  
100 College Boulevard E  
Niceville, FL 32578

**RE:** Easement Interests To Be Acquired by FPL

To Whom it May Concern:

As you are aware, Florida Power & Light Company (“FPL”) has been in discussions with Randy White, on behalf of Northwest Florida State College, formerly known as, Okaloosa-Walton Community College, for the voluntary acquisition of easement interests for a future transmission line project. FPL seeks only easement interests over the property that grant the right to construct, operate and maintain the line. FPL is not seeking to acquire the underlying fee title to any of the property. The specific easement rights to be acquired are included in the attached easement document.

As we have discussed, FPL hereby offers you the amount of \$29,500.00 to voluntarily acquire the easement interests. This offer is made in writing pursuant to your request, so that it can be presented for approval.

If you have any questions or comments or need more information, please do not hesitate to contact me at telephone 850-444-6367, and I will be happy to assist in any way I can. On behalf of FPL, I look forward to working with you to reach an amicable agreement.

Sincerely,

A handwritten signature in blue ink that reads 'William Maudlin'.

William Maudlin  
Florida Power & Light Company  
Corporate Real Estate Manager  
1 Energy Place  
Pensacola, FL 32520

Enclosure

Florida Power & Light Company

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1 Energy Place, Pensacola, FL 32520

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, FL 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 hereby 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, to the extent that such successors and assigns are using the Easement for the purpose of the Facilities (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) (hereinafter "**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 hereinafter 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 (hereinafter 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 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, at its sole option, 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 with Grantor. Upon completion of such survey, Grantor hereby 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 a certified survey sketch and legal description of the Easement Area.

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

Notwithstanding anything contained herein to the contrary, by the execution and delivery hereof 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.

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 \_\_\_\_\_, 20\_\_\_\_.

Signed, sealed, and delivered  
in the presence of:

**GRANTOR:**

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

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

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

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

**ACKNOWLEDGMENT**

STATE OF FLORIDA  
COUNTY OF OKALOOSA

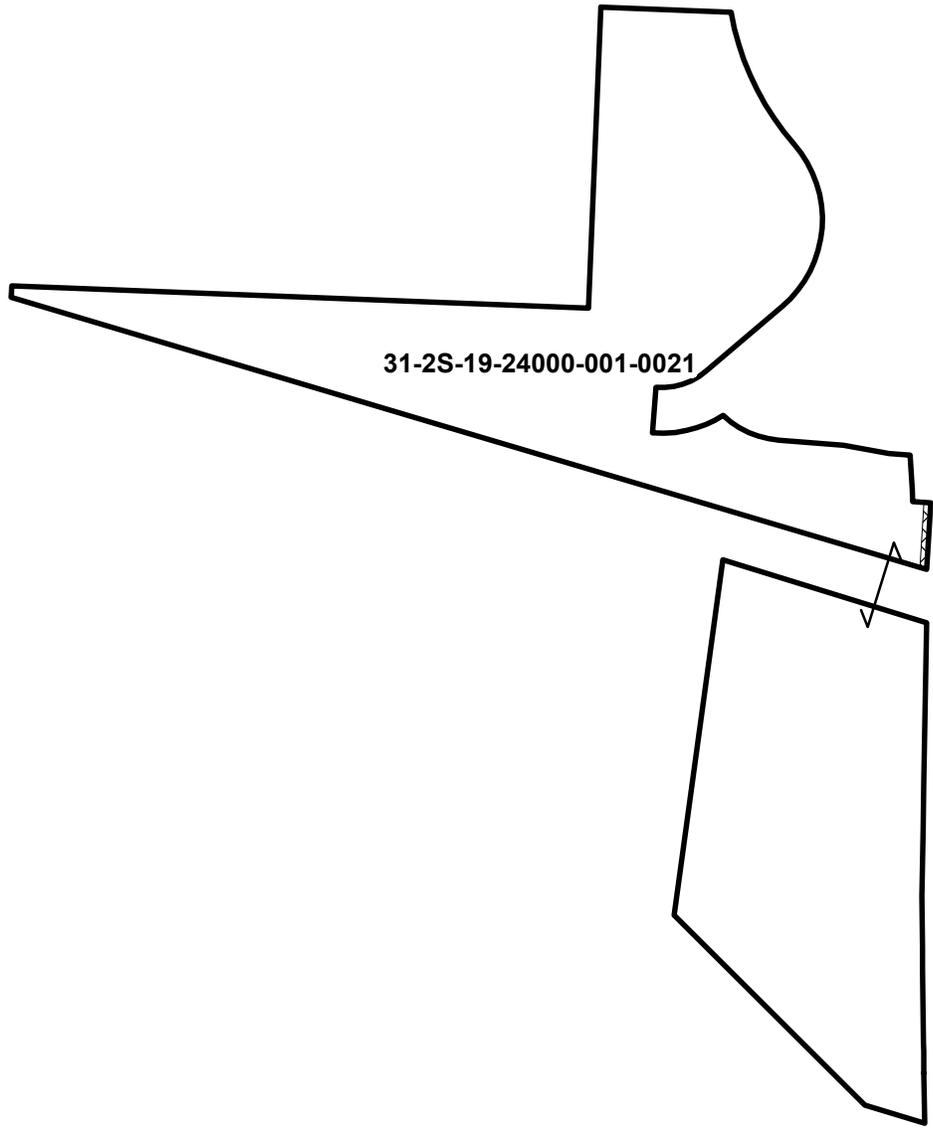
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of **Northwest Florida State College, formerly known as Okaloosa-Walton Community College**, on behalf of the College.

[NOTARIAL SEAL]

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
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