

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-19-24000-001-0021

## **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 (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 \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby 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 compensation to Grantor, 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. Notwithstanding the foregoing sentence, in the event Grantee requests use rights in addition to rights granted herein, Grantee and Grantor shall negotiate in good faith as to the amount of compensation for the grant of the additional use rights. 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 notice to Grantee in each instance, and without ensuring such grant or permit is consistent with section 2(b) below.

(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 direct 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 hereto 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, to the best of Grantor's knowledge, further covenants that the subject land is free and clear of liens, encumbrances and third party rights and/or claims of any kind that are inconsistent with the granting of this Easement.

[Signatures on Following Pages]  
[Balance of Page Intentionally Left Blank]

EXECUTED as of the date and year first above written.

Witnesses for Grantor :

**Grantor:**

**The Board of Trustees of Northwest  
Florida State College f/k/a Okaloosa-  
Walton Community College**

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

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

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

**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 the Board of Trustees of Northwest Florida State College f/k/a Okaloosa- Walton Community College, 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.

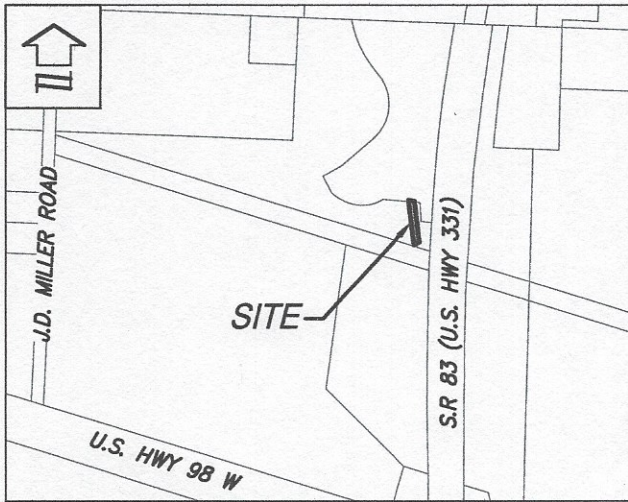
[NOTARIAL SEAL]

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

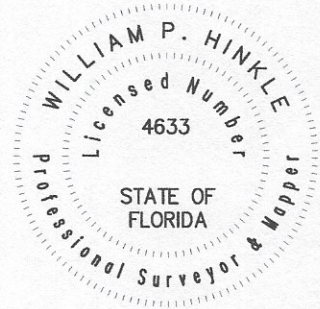


**SURVEY NOTES:**

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 31, TOWNSHIP 02 SOUTH, RANGE 19 WEST, AS BEING S02°07'22"E.
2. THIS SKETCH MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.
3. THIS IS NOT A BOUNDARY SURVEY.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, PSM 4633, ON 08/02/2023 PER FAC 5J-17.062(2).



**VICINITY MAP**  
NOT TO SCALE



**William P Hinkle** Digitally signed by William P Hinkle  
Date: 2023.08.02 19:07:43 -04'00'

**WILLIAM P. HINKLE** DATE  
FLORIDA LICENSED SURVEYOR & MAPPER  
NO. LS 4633  
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

**SHEET INDEX:**

SHEET 1:	COVER SHEET
SHEET 2:	LEGAL DESCRIPTION
SHEET 3:	SKETCH OF DESCRIPTION

**SHEET 1 OF 3**

**SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.**

**SKETCH OF DESCRIPTION**  
-OF-  
**PERMANENT ACCESS EASEMENT**  
**(PARCEL WA-11-022.000.PAE)**  
  
SECTION 31, TOWNSHIP 02 SOUTH, RANGE 19 WEST  
  
WALTON COUNTY FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

PREPARED FOR:



DATE: 08/02/23  
REV DATE:  
SCALE 1" = N/A

PROJ: 50140001  
DRAWN BY: AS  
CHECKED BY: WPH

Drawing name: C:\Users\anadeque\AppData\Local\Temp\AcPublish...10092\WA-11-022.000 - AE.dwg WA-11-022.000 AE Sheet 1 Aug 02, 2023 1:57pm by: anadeque

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 31, TOWNSHIP 02 SOUTH, RANGE 19 WEST, LYING WESTERLY OF THE WEST RIGHT OF WAY OF STATE ROAD NO. 83 ALSO KNOWN AS U.S. 331 (VARIABLE RIGHT OF WAY WIDTH) PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP F.P. NO. 2206691 AND 2206641 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 31; THENCE RUN ALONG THE EAST LINE OF SECTION 31 S02°07'22"W, A DISTANCE OF 1203.19 FEET; THENCE DEPARTING SAID EAST LINE, RUN N87°52'38"W, A DISTANCE OF 536.13 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF AFOREMENTIONED STATE ROAD NO. 83, BEING A POINT ON THE NORTHERLY RIGHT OF WAY OF A GULF POWER COMPANY EASEMENT PER DEED BOOK 120, PAGE 420 OF THE PUBLIC RECORDS OF WALTON COUNTY; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, RUN N72°46'06"W, A DISTANCE OF 85.44 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY, RUN N63°59'52"E, A DISTANCE OF 1.71 FEET TO THE POINT OF BEGINNING; THENCE RUN N06°42'55"W, A DISTANCE OF 238.68 FEET TO A POINT ON THE NORTHERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2581, PAGE 1955, OF THE PUBLIC RECORDS OF WALTON COUNTY; THENCE RUN ALONG SAID NORTHERLY LINE S79°41'24 E, A DISTANCE OF 26.65 FEET; THENCE RUN S85°23'39 E, A DISTANCE OF 4.61 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN S06°42'53"E, A DISTANCE OF 219.46 FEET; THENCE RUN S63°57'52"W, A DISTANCE OF 31.79 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,866 SQUARE FEET OR 0.16 ACRES.

Drawing name: C:\Users\asadeguia\AppData\Local\Temp\1c092\WA-11-022.000 - AE.dwg WA-11-022.000 AE Sheet 2 Aug 02, 2023 1:57pm by: asadeguia

SHEET 2 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**PERMANENT ACCESS  
EASEMENT**

**(PARCEL WA-11-022.000.PAE)**

SECTION 31, TOWNSHIP 02 SOUTH, RANGE 19 WEST

WALTON COUNTY

FLORIDA



**Dewberry**

131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806

PHONE: 321.354.9826 FAX: 407.648.9104  
WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

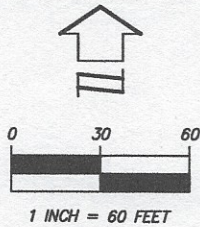
PREPARED FOR:



**FPL**

DATE: 08/02/23  
REV DATE:  
SCALE 1" = N/A

PROJ: 50140001  
DRAWN BY: AS  
CHECKED BY: WPH



**LEGEND:**

- LINE BREAK
- R/W RIGHT OF WAY
- ORB OFFICIAL RECORDS BOOK
- PB PLAT BOOK
- PG(S) PAGE(S)
- SF SQUARE FEET
- AC ACRES
- SEC SECTION
- F.D.O.T. FLORIDA DEPARTMENT OF TRANSPORTATION
- F.P. FINANCIAL PROJECT
- CHANGE IN DIRECTION

PARCEL ID: 31-2S-19-24000-001-0020  
 OWNER: WALTON COUNTY  
 ORB 2027 PG 209

N LINE OF  
 ORB 2581, PG 1955

SANTA ROSA  
 PLANTATION CO.  
 PB 2, PG. 4  
 LOT 4

PARCEL ID:  
 31-2S-19-24000-001-0021  
 OWNER: NORTHWEST  
 FLORIDA STATE COLLEGE  
 ORB 2581 PG 1955

N06°42'55"W 238.68'  
 WA-11-022.000.PAE  
 PERMANENT ACCESS EASEMENT  
 (CONTAINS ±6,866 SF/±0.16 AC)

S06°42'53"E 219.46'

N63°59'52"E  
 1.71'

NORTHERLY R/W OF  
 GULF POWER COMPANY  
 EASEMENT

N72°46'06"W  
 85.44'  
 GULF POWER COMPANY  
 EASEMENT  
 (DB 120, PG 420)

POINT OF  
 BEGINNING

W R/W OF SR.  
 83 (U.S. 331)

S63°57'52"W  
 31.79'

N87°52'38"W 536.13'

POINT OF  
 COMMENCEMENT

NE CORNER OF SECTION  
 31-T02S-R19W  
 FOUND IRON ROD CONCRETE  
 HELIPORT PAD

SANTA ROSA  
 PLANTATION CO.  
 PB 2, PG 4  
 LOT 3

N LINE OF  
 LOT 4

S.R. 83 (U.S. HWY 331)  
 (VARIABLE WIDTH PER F.D.O.T. R/W MAP  
 F.P. NO. 2206691 & 2206641)

E LINE OF SEC 31-T02S-R19W  
 S02°07'22"W 1203.19'  
 (BASIS OF BEARING)

SHEET 3 OF 3

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

**SKETCH OF DESCRIPTION**

-OF-

**PERMANENT ACCESS  
 EASEMENT**

**(PARCEL WA-11-022.000.PAE)**

SECTION 31, TOWNSHIP 02 SOUTH, RANGE 19 WEST

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PREPARED FOR:



**FPL**

DATE: 08/02/23  
 REV DATE:  
 SCALE 1" = 60'

PROJ: 50140001  
 DRAWN BY: AS  
 CHECKED BY: WPH

Drawing name: C:\Users\asadouque\AppData\Local\Temp\AcPublish\_10092\WA-11-022.000 - AE.dwg WA-11-022.000 AE Sheet 3 Aug 02, 2023 1:57pm by asadouque