

**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 ID# 31-2S-19 24000-001-0021

**TEMPORARY ACCESS EASEMENT**  
(Corporate)

**THIS TEMPORARY ACCESS EASEMENT (“Easement”)** is made and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **Northwest Florida State College f/k/a Okaloosa-Walton Community College (“Grantor”)**, having an address at **100 College Boulevard, Niceville, FL 32578**, in favor of Florida Power & Light Company, a Florida corporation (“**Grantee**”), having an address at 700 Universe Boulevard, Juno Beach, Florida 33408.

1. Grant of Easement. Grantor, being the owner of that certain property located in Walton County, Florida as more particularly described in Exhibit “A” attached hereto and made a part hereof (“**Property**”), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee, its agents, invitees, successors and assigns, a non-exclusive access easement in, on, over, under and across that portion of the Property described in Exhibit “A” attached hereto and made a part hereof (“**Easement Area**”), for ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns on foot or with motorized vehicles and trucks carrying construction equipment and materials. This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Easement Area for the purposes described herein including without limitation (i) the right, but not the obligation, of Grantee to use, improve, maintain or construct any existing or future roads on the Easement Area to Grantee’s specifications; and (ii) Grantee’s right to keep any road on the Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee’s use.

After Grantor executes this Easement, Grantee, at its sole option, may 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. 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, without Grantor’s signature, replacing the attached Exhibit A with a certified survey sketch and legal description of the Easement Area.

2. Term of Easement. This Easement will automatically expire upon the later of: (i)

**Twenty Four (24)** months after the Effective Date, or (ii) **Six (6)** months after Grantee's completion of all construction activities on Grantor's land located adjacent to the Property, whichever occurs last.

3. Compliance With Laws. 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.

4. Successors and Assigns. This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Miscellaneous.

(a) Exhibit. All of the Exhibits attached to this Easement are incorporated in, and made a part of, this Easement.

(b) Reservation. Grantor hereby reserves all rights of ownership in and to the Easement Area which are not inconsistent with the Easement, 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 the Easement permitted herein in any material respect.

(c) 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.

6. Amendments; Termination. Subject to the other provisions hereof, this Easement 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 Public Records of Walton County, Florida.

[This space is intentionally left blank]

[Signature and acknowledgment 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: \_\_\_\_\_  
Address: \_\_\_\_\_

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

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

**Acknowledgment**

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

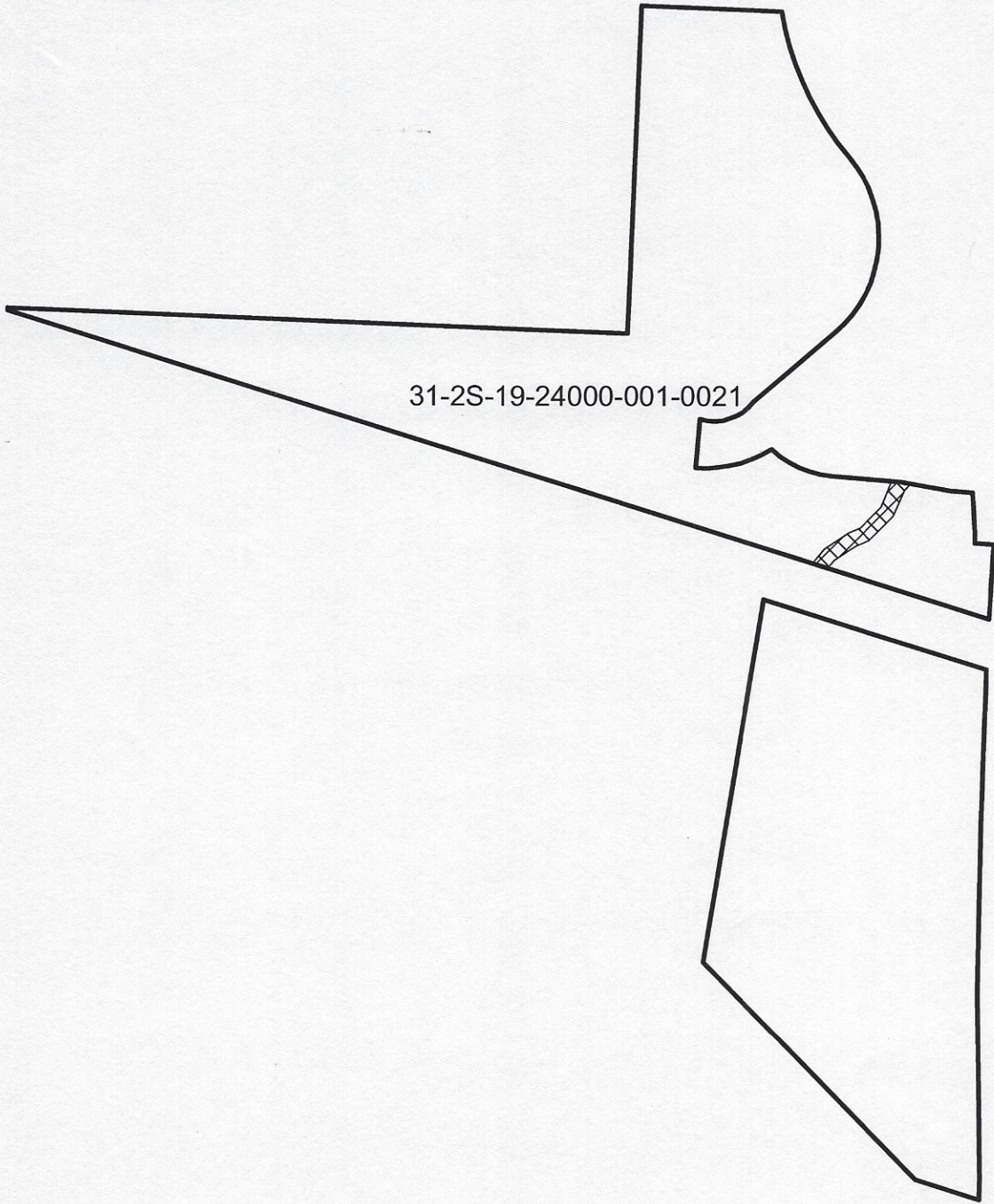
The foregoing instrument was acknowledged before me by means of  Physical Presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of **Northwest Florida State College f/k/a Okaloosa- Walton Community College**, on behalf of the College.

(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





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

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

Date: 5/30/2023