

RIGHT OF WAY EASEMENT

Ref # 915326/915364

**STATE OF FLORIDA
COUNTY OF WALTON**

THIS INSTRUMENT PREPARED BY:
Sharmen Skipper RWA
CHELCO, Inc.
P.O. Box 512
DeFuniak Springs, FL 32435

KNOW ALL MEN BY THESE PRESENT, that the undersigned, **THE DISTRICT BOARD OF TRUSTEES OF NORTHWEST FLORIDA STATE COLLEGE, FKA OKALOOSA-WALTON COMMUNITY COLLEGE, WHOSE MAILING ADDRESS IS: 100 COLLEGE BOULEVARD, NICEVILLE, FLORIDA 32578** ("Grantor") for good and valuable consideration the receipt of which is hereby acknowledged, do(es) hereby grant unto Choctawhatchee Electric Cooperative, Inc., a Florida Corporation ("CHELCO"), whose mailing address is Post Office Box 512, DeFuniak Springs, Florida 32435, and to its successors and assigns, the perpetual right to enter upon the lands of the undersigned, situated in the County of WALTON, and more particularly described as follows:

A strip of land 10 feet in width lying 5 feet on each side of and parallel to a centerline being established by an underground distribution power line with the right to install and maintain pad mount equipment. This perpetual easement is for the purpose of providing underground power to buildings A, B, and C (which are new builds on-site in 2025 or later) located on the Grantor's property.

The above perpetual easement is located on the following described property:

Parcel "A", Northwest Florida State College, Subject to field verification

A portion of Lots 1 through 4, inclusive, and Lot 30, in Section 31, Township 2 South, Range 19 West, according to the Map of Santa Rosa Plantation as filed in Plat Book 2, Page 4 of the Public Records of Walton County, Florida, being more particularly described as follows: Begin at the Northwest corner of Lot 1, Section 31, Township 2 South, Range 19 West, Walton County, Florida, according to the Map of Santa Rosa Plantation as filed in Plat Book 2, Page 4 of the Public Records of Walton County, Florida; thence South 02°20'09" West, along the West line of said Lot 1 and Lot 2, for 659.49 feet to the Northeast corner of Lot 30 of said Santa Rosa Plantation; thence North 87°46'35" West, along the North line of said Lot 30, for 1258.85 feet to a point on the East right of way line of J.D. Miller Road (66' R/W); thence South 02°17'27" West along said East right of way line for 5.43 feet to a point on the Northerly line of a 100 foot wide Gulf Power parcel as recorded in Deed Book 122, Pages 416-422 and Deed Book 121, Page 506 of the Public Records of Walton County, Florida; thence, departing said East right of way line, proceed along the North line of said Gulf Power parcel South 72°45'27" East for 2102.92 feet to a point on the Westerly right of way line of U.S. Highway 331 (R/W varies); said point being on a non-tangent circular curve concave to the East and having a radius of 11559.19 feet and a central angle of 00°45'39"; thence Northeasterly along the arc of said curve for an arc distance of 153.50 feet (chord bearing North 03°27'07" East, chord distance 153.50 feet); thence departing said right of way line North 85°22'59" West for 51.22 feet; thence North 01°09'52" West for 25.44 feet; thence North 03°45'50" West for 75.69 feet; thence North 85°22'59" West for 46.47 feet; thence North 79°40'44" West for 100.62 feet; thence North 85°22'59" West for 142.76 feet to a point of curvature of a circular curve concave to the Northeast having a radius of 200.00 feet and a central angle of 38°46'53"; thence Northwesterly along the arc of said curve for an arc distance of 135.37 feet (chord bearing North 65°59'32" West, chord distance 132.80 feet) to a point on a circular curve concave to the Northwest having a radius of 250.00 feet and a central angle of 37°03'57"; thence Southwesterly along the arc of said curve for an arc distance of 161.73 feet (chord bearing South 76°05'03" West, chord distance 158.93 feet); thence North 04°37'01" East for 100.00 feet to a point on a non-tangent circular curve concave to the Northwest and having a radius of 150.00 feet and a central angle of 45°00'14"; thence Northeasterly along the arc of said curve for an arc distance of 117.82 feet (chord bearing North 72°06'54" East, chord distance 114.81 feet) to the point of tangency; thence North 49°37'01" East for 218.16 feet to a point of curvature of a circular curve concave to the West having a radius of 250.00 feet and a central angle of 90°40'18"; thence Northerly along the arc of said curve for an arc distance of 395.63 feet (chord bearing North 04°22'44" East, chord distance 355.62 feet) to a point of reverse curve on a circular curve concave to the Northeast having a radius of 600.00 feet and a central angle of 30°57'31"; thence Northwesterly along the arc of said curve for an arc distance of 324.20 feet (chord bearing North 25°28'39" West, chord distance 320.27 feet) to a point on the Northerly line of Lot 1; thence North 87°41'37" West, along said North line of Lot 1, for 286.05 feet to the Point of Beginning. Said parcel containing 15.94 acres more or less and being subject to a 33.00 foot wide roadway easement along the aforementioned Northerly line of Lot 1.

CHELCO is obtaining the perpetual rights to construct, operate and maintain an electric distribution line or system on or under the above described lands and/or in, upon or under all streets, roads, or highways abutting said lands; to inspect and make such repairs, changes, alterations, improvements, removals from, substitutions and additions to its facilities as CHELCO may from time to time deem advisable, including, by the way of example and not by way of limitation; the right to increase or decrease the number of conduits, wires, cables, handholes, manholes; to cut, trim and control the growth by machinery or otherwise, of trees and shrubbery located within the perpetual easement granted herein, along a strip of land 10 feet in width that may interfere with or threaten to endanger the operation and maintenance of said line or system (including control of the growth of other vegetation of the right-of-way which may incidentally and necessarily result from the means of control employed); to keep the easement clear of all buildings, structures or other obstructions; and to license, permit or otherwise agree to joint use or occupancy of the lines, system or, if any of said system is placed underground, of the trench and related underground facilities, by any other utility.

The undersigned agree that all poles, wires and other facilities including any main service entrance equipment, installed in, upon or under the above-described lands is CHELCO's property, removable at the option of CHELCO, at CHELCO's expense and shall remain the property of CHELCO. The undersigned covenant that they are the owner(s) of the above-described lands, and that the said lands are free and clear of encumbrances and liens.

The undersigned warrants that the person(s) executing this easement on The District Board of Trustees of Northwest Florida State College's behalf is duly authorized and entitled to sign this easement on the behalf of **The District Board of Trustees of Northwest Florida State College.**

EXECUTED this 18th day of February, 2025.

Signed in the presence of:

THE DISTRICT BOARD OF TRUSTEES
OF NORTHWEST FLORIDA STATE COLLEGE

WITNESS

SIGNATURE

PRINT SIGNATURE

Mel Ponder

PRINT SIGNATURE

WITNESS ADDRESS

President and Corporate Secretary

TITLE

WITNESS

PRINT SIGNATURE

WITNESS ADDRESS

STATE OF Florida

COUNTY OF Okaloosa

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Mel Ponder,

on behalf of The District Board of Trustees of Northwest Florida State College, who is personally known to me or who

has produced a _____ as identification.

NOTARY PUBLIC
My Commission Expires:
My Commission Number is: