



This instrument prepared by
and after recording return to:

Seth S. Sheitelman, Esq.
Florida Power & Light Company
700 Universe Boulevard (Law/JB)
Juno Beach, Florida 33408

Temporary Access Easement

THIS TEMPORARY ACCESS EASEMENT ("Easement") is made and effective this ^{23rd} day of ~~October~~ ^{August}, 2020 ("Effective Date"), by and between ~~Mays Estates Homeowners~~ ^{APB Construction}, a Florida corporation, ("Grantor"), whose address is, ~~264 NW 46 Street Boca Raton FL 33431~~ and Florida Power & Light Company, a Florida corporation ("Grantee"), whose address is 700 Universe Boulevard, Juno Beach, Florida 33408, Attention: Corporate Real Estate Department. Grantor and Grantee are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

1. **Grant of Easement.** Grantor, being the owner of that certain real property located in Martin County, Florida as more particularly described and depicted on Exhibit A attached hereto and made a part hereof ("Temporary Easement Area"), for and in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant to Grantee, and its agents, invitees, successors and assigns, a non-exclusive access easement in, on, over, under and across the Temporary Easement Area, for ingress and egress by Grantee, its agents, contractors, subcontractors, invitees and assigns on foot or with motorized construction type vehicles and trucks carrying construction equipment and materials for the purposes of construction and operation activities associated with Grantee's construction of a 500 kV transmission line and appurtenant facilities (collectively, "Transmission Line"). This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Temporary 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 Temporary Easement Area to Grantee's specifications; and (ii) Grantee's right to keep any road on the Temporary Easement Area clear of brush, trees, obstructions as may be necessary or desirable for Grantee's use.

2. **Term.** The term of this Easement ("Term") shall commence on the Effective Date and automatically expire at midnight on the fifth (5th) anniversary of the Effective Date, without the need for further action on the part of either Party.

3. **Maintenance and Use.** Grantee shall keep the Temporary Easement Area free of any trash or debris caused solely and directly by Grantee, or its contractors, employees or agents. Grantee shall not allow the Temporary Easement Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules and regulations while using the Temporary Easement Area for the purposes granted herein. This Easement is granted with all rights necessary and convenient for the full use and enjoyment of the Temporary Easement Area for the purposes described herein.

4. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Temporary Easement Area in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

5. **Damage.** Throughout the Term of this Easement, Grantee will repair any damage to the Temporary Easement Area to the extent that such damage is caused solely and directly by Grantee or its contractors, employees or agents.
6. **Restoration.** Upon the expiration of the Term, Grantee shall restore the Temporary Easement Area to substantially the same physical condition that existed on the Effective Date, normal wear and tear excepted, except that Grantee shall not be required to remove any improvements made to the Temporary Easement Area, or replant any trees, brush or undergrowth that was cleared pursuant to this Easement.
7. **Complete Agreement.** This Easement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.
8. **Governing Law.** This Easement shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree to first attempt to settle any dispute arising out of or in connection with this Easement by good faith negotiation. If the Parties are unable to resolve amicably any dispute arising out of or in connection with this Easement, each shall have all remedies available at law or in equity.
9. **Jurisdiction; Jury Trial Waiver.** Venue for any litigation regarding this Easement shall be in any federal or state court having jurisdiction in Stuart, Florida. The parties hereby voluntarily, knowingly, and intentionally agree, to the extent permitted by law, to the waiver of a jury trial in any legal action or proceeding arising under or in connection with this Easement.
10. **Attorneys Fees.** In the event of any litigation arising between the Parties under this Easement, the prevailing party shall be entitled to reasonable attorneys' fees and paralegals' fees and court costs at all trial and appellate levels. This paragraph shall survive expiration or earlier termination and extinguishment of this Easement.
11. **Successors and Assigns.** This Easement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
12. **Counterparts.** This Easement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

WITNESSES:

Signed, sealed and delivered
in the presence of:

Anne Woodruff
Witness Signature
Anne Woodruff
Print Name

Tracy Navis
Witness Signature
Tracy Navis
Print Name

GRANTEE:

Florida Power & Light Company,
a Florida corporation

By: Samantha J. Saucier
Print Name: Samantha J. Saucier
Title: Corporate Real Estate Manager

COPY COPY COPY

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 20th day of February, 2021, by Samantha J. Saucier, as Corporate Real Estate Manager of Florida Power & Light Company, a Florida corporation, on behalf of said corporation. She is personally known to me or has produced _____ (type of identification) as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tracy Navis
NOTARY PUBLIC, STATE OF FLORIDA
Print Name: _____

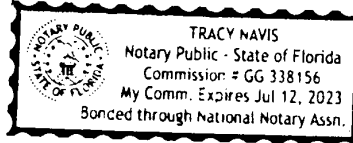


EXHIBIT A
Martin County, Florida





084038001000000010






5256'

Copy Copy Copy



Property of
MAYA ESTATES HOMEOWNERS ASSOCIATION

 Tract Boundary
 Easements

Roads: Status
 Good
 Moderate
 Major Repair
 Pot Stabilization
 Stabilization Required

Tax Parcel Number(s):
084038001000000010

FPL Easement: ORB/P: 914/1361

0 2,300 Feet

DOYLE
LAND SERVICES

Date: 1/14/2021