

TRANSFER AGREEMENT

Somerset and Acts

THIS TRANSFER AGREEMENT (the “Agreement”) is made and executed as of the Effective Date by and between **ACTS 88, LLC**, a Florida limited liability company (“Acts 88”), **SOMERSET LAND, LLC**, a Florida limited liability company (“Somerset”) (collectively, Somerset and Acts shall be referred to as the “Developer”) and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida (“District”).

W I T N E S S E T H:

WHEREAS, District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020 (“the District Property”), which is a currently improved public road providing access to the District’s Explorer K-8 School (the “School”); and

WHEREAS, Somerset is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 223 17 3555 0000 0000 (the “Somerset Property”); and

WHEREAS, Acts is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 423 17 0000 0010 0050 (the “Acts Property”); and

WHEREAS, Hernando County (the “County”) and Somerset are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (as amended or updated, the “Development Agreement”) pursuant to which Somerset is required to extend Explorer Boulevard to the south, add additional access, perimeter security fencing and gates, and queuing for the School; and

WHEREAS, the County has requested that the District dedicate and transfer to the County the District Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the County (collectively, the “Dedication”); and

WHEREAS, in consideration for the District’s Dedication to the County, Somerset has agreed to transfer to District, and District has agreed to acquire from Somerset, a portion of the Somerset Property depicted on Exhibit “A” attached hereto and incorporated herein, and Acts has agreed to transfer to District, and District has agreed to acquire from Acts, a portion of the Acts Property depicted on Exhibit “B” attached hereto and incorporated herein, both parcels are together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and interests and subsurface rights and interests, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the “Real Property”) all in accordance with the terms and conditions contained in this Agreement; and

WHEREAS, the conveyance by Developer to District shall also include all intangible property now or on the Closing Date (as hereinafter defined) owned or held by Developer in connection with the Real Property, including, without limitation, all engineering, designs, plans, specifications, land plans, studies, marketing reports, licenses, franchises, permits, contracts rights, agreements, zoning rights, density rights, development rights, TDRs, prepaid impact fees, credits for impact fees, mobility fees, access, service or other fees of any kind, and other entitlements and governmental applications, submittals and approvals which relate to the use, ownership and/or development of the Real Property, development orders and approvals, concurrency certificates or certifications and vested rights or claims of estoppel against governmental agencies, if any, to the extent such items exist (collectively, the “Intangible Property”). The Real Property and Intangible Property are hereinafter collectively called the “Property.”

NOW, THEREFORE, in consideration of the foregoing, the District’s Dedication, the mutual covenants, representations, warranties, and agreements contained herein, and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by all the parties, it is agreed as follows:

1. Incorporation of Recitals. The parties agree that the recitals are true and correct and by this reference incorporated and made a part of this Agreement.

2. Conveyance and Title. Subject to the terms and conditions of this Agreement and for the consideration set forth herein, Developer agrees to convey, transfer, assign, and deliver to District at Closing all of the following:

(a) Fee Simple Title to the Property by Special Warranty Deed (“Deed”) free and clear of any lease, lien or claim except taxes for the current year and the Permitted Exceptions (defined below). Developer hereby agrees to satisfy and discharge any liens attributable to Developer on the Property prior to or at Closing.

(b) All of Developer’s right, title and interest, if any in and to all Intangible Property.

(c) Exclusive possession of the Property unencumbered by any leasehold and/or possessory interest of any kind by any third party unless expressly stated in this Agreement.

3. Verification of Title and Environmental.

(a) Within fifteen (15) days after the commencement of the Inspection Period, District shall obtain, at Developer’s expense, a title insurance commitment (“Commitment”) issued by Gray Robinson, P.A. as “Title Agent” for Old Republic National Title Insurance Company (“Title Company”) agreeing to provide, on the current ALTA marketability policy form, an owner’s title insurance policy (“Title Policy”), which shall show insurable fee simple title to the Property to be vested in Developer and shall name District as the proposed insured. Developer shall pay the costs of the Commitment and of the Title Policy including any title examination or investigation fees and the costs for the premium for the Title Policy to be issued pursuant to the Commitment. District shall be entitled to make objections to title if (i) the form of the Commitment is other than as described in this paragraph, or (ii) the Commitment reveals any exceptions to title

(other than the lien of taxes not yet due and payable) that are not acceptable to District in its sole discretion (“Title Defects”). District shall notify Developer of any title objections within ten (10) days of receipt of the Commitment (“Title Objection Notice”). Developer shall notify District within five (5) business days after the date of the Title Objection Notice as to whether or not it elects to remove or cure any Title Defects. If Developer elects to remove or cure any Title Defects, Developer shall have thirty (30) days after the receipt of Title Objection Notice within which to resolve District’s title objections (the “Cure Period”). In the event Developer is unable to satisfy District’s objections within the Cure Period, Developer shall notify District, prior to the expiration of the Cure Period, of its failure to cure such Title Defects. If Developer notifies District that it elects not to cure any Title Defects or if Developer notifies District that it did not cure any and all Title Defects within the Cure Period, District may, within five (5) business days after receipt of such notice from Developer, either: (i) cancel this Agreement; or (ii) waive in writing its Title Defects and accept the condition of title. Title exceptions (exclusive of any liens, all of which Developer hereby agrees to satisfy on or before Closing, except in the event any such lien is contested by Developer in which event Developer shall obtain a bond securing payment of such lien) approved or accepted in writing by District shall hereinafter be referred to as “Permitted Exceptions.” Notwithstanding anything to the contrary contained in this Agreement, any mortgages, construction liens or other monetary encumbrances (“Monetary Liens”) shall not constitute Permitted Exceptions and shall be satisfied in full by Developer on or prior to the Closing. At least five (5) days prior to Closing, District shall cause the Commitment to be updated, and District shall have the right to object to any new title matters revealed by the updated Commitment. In the event the updated Commitment shows any matter not disclosed on the initial Commitment, then such matter shall be treated as a title defect under the procedure set forth above; provided however, that if District terminates this Agreement as a result of such new matter not disclosed by the initial Commitment, then Developer shall immediately reimburse District for any and all out-of-pocket loss, cost, or expense reasonably incurred by District in connection with the entering into and performance of this Agreement (the “Out-of-Pockets Reimbursement Obligation”), and thereafter the parties shall be relieved of any further obligations of this Agreement except such obligations that survive termination of this Agreement.

(b) Environmental Audit. Within the Inspection Period, District may, at Developer’s sole cost and expense, obtain a Phase I Environmental Audit for the Property (the “Phase I Audit”). In the event that the Phase I Audit indicates that the Property contains any Hazardous Material or the potential for Hazardous Materials, then District may perform a Phase II Environmental Audit (“Phase II Audit”) for the Property; provided, however, that prior to the performance of any Phase II Audit (except normal and customary geotechnical investigations, percolation tests, and soil borings tests), the proposed scope of work and the party who will perform the work shall be subject of Developer’s review, comment and approval, which approval shall not be unreasonably withheld, delayed, or conditioned. In the event that the results of the Phase I Audit or Phase II Audit for the Property are unacceptable to District, in District’s sole discretion, then District may terminate this Agreement and thereafter neither party shall have any further obligations hereunder.

4. Survey and Legal Description. Within the Inspection Period, District shall obtain, at Developer’s sole cost and expense, a current survey of the Property prepared by a duly licensed land surveyor (“Survey”), which shall include a legal description of the Property. The legal description shall be subject to review and approval by District and shall be finalized and approved

prior to the expiration of the Inspection Period. Any revisions to the survey or legal description required to correct errors, clarify boundaries, or conform to the parties' agreement shall be promptly made by the surveyor at Developer's expense. In the event the Survey shows any encroachments upon, from, or onto the Property or on or between any building setback line, property line, or any easement, which, in District's reasonable discretion, affects District's use of the Property or affects the marketability of the Property, such encroachment shall be treated in the same manner as a title defect under the procedure set forth in Section 3. The Survey may be updated no later than ten (10) days prior to Closing. In the event the updated Survey shows any matter not disclosed on the initial Survey, then such matter shall be treated as a title defect under Section 3 above; provided however, that if District terminates this Agreement as a result of such new matter not disclosed by the initial Survey, then Developer shall immediately satisfy the Out-of-Pockets Reimbursement Obligation, and thereafter the parties shall be relieved of any further obligations of this Agreement except such obligations that survive termination of this Agreement.

5. Inspection and Cooperation.

(a) Inspection Period. District, and its designees, shall have sixty (60) days after the Triggering Event ("Inspection Period") to complete all things such as tests, inspections, studies and investigations (the "Inspection Rights") as may be deemed appropriate by District in its sole and absolute discretion to determine whether or not the Property is suitable for District's purposes and whether or not it is in District's best interest to consummate the transaction contemplated by this Agreement. It is acknowledged and agreed by Developer that no examination by District, its representatives or agents, shall be deemed to constitute a waiver or relinquishment on the part of District of its right to rely on the covenants, representations, warranties, or agreements made by Developer in this Agreement. In the event District determines that it is not in District's best interest to consummate the transaction contemplated by this Agreement, in District's sole discretion, District may cancel this Agreement by delivering notice of such election to Developer at or prior to the expiration of the Inspection Period, in which event neither Developer nor District shall have any continuing obligations under this Agreement except for those that expressly survive termination.

(b) Cooperation. Developer hereby grants to District and its designees the right to enter upon the Property to exercise the Inspection Rights in order to determine whether the Property is suitable for District's purposes, and Developer hereby agrees to cooperate with District and to execute any applications or other documents reasonably requested by District in connection with the Inspection Rights. Any tests conducted in connection with the Inspection Rights shall be conducted so as not to damage the Property. District agrees to promptly repair or restore the Property to the same condition as existed prior to District's entry thereon. All such entries onto the Property shall be at the risk of District, and Developer shall have no liability for any injuries sustained by District or any of District's agents or contractors. District agrees to indemnify and hold Developer harmless from any and all loss, claim, action, demand or liability which may arise against the Developer or the Property by virtue of District exercising its Inspection Rights provided, however, District shall not be liable to Developer for the mere discovery of a condition at the Property without exacerbating such condition or any damage caused by Developer or Developer's agents, employees or contractors.

(c) Developer's Due Diligence Documents. Within five (5) business days after the Effective Date, Developer shall provide, at its cost, to District any and all surveys, studies, test/inspection results, plans, reports and any other materials which Developer has in its possession and which relate to the condition and/or development of the Property, along with copies of any leases or other unrecorded agreements affecting the Property to assist District in the exercise of its Inspection Rights (the "Due Diligence Documents"). If after the date of the delivery of the Due Diligence Documents, Developer obtains other items that constitute Due Diligence Documents, Developer shall promptly deliver the additional Due Diligence Documents to District.

6. Developer's Improvement Work. Pursuant to the Development Agreement, Developer is required, without limitation, to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, queuing, and a new marquee of similar or better quality for the School, as well as provide construction and upgrading of District's drainage (collectively, the "Improvement Work"). The parties agree that the plans attached hereto as Exhibit "C" (the "Plans") have been approved by the District, the County, and Duke Energy Florida LLC, a Florida limited liability company ("Duke") and shall be subject to the approval by any and all jurisdictions having authority over the Improvement Work (collectively, any and all jurisdictions having authority over the Improvement Work shall be referenced as the "Governing Authority"). Any modifications to the Plans attached hereto must be approved in writing by the District's governing board and any Governing Authority.

(a) Timing of Improvement Work. District acknowledges that the timing of the Improvement Work will be governed by the need for access as additional phases of Somerset Bay are developed. Upon submission of the conditional plat application for the next phase of development of Somerset bay, a traffic study or transportation impact analysis which complies with the requirements of the Adequate Public Facilities Ordinance (2009-18) (as may be amended or updated) and is signed and sealed by a licensed Professional Engineer (PE), licensed to practice in the State of Florida, shall be prepared at the Developing Party's (as defined hereinbelow) sole cost. If (i) such traffic study or analysis determines that the proposed development phase causes or contributes to traffic impacts that exceed the adopted level of service standards for any affected roadway segment, intersection, or transportation facility, or that otherwise fails to satisfy applicable transportation concurrency requirements, or (ii) the County independently elects to improve the portion of Explorer Boulevard that is the subject of the Dedication, either such event shall constitute a "Triggering Event". The effective date of the Triggering Event under clause (i) shall be the date of conditional plat approval, and the effective date of the Triggering Event under clause (ii) shall be the date the County breaks ground on Explorer Boulevard. Upon the occurrence of a Triggering Event, the party (the "Developing Party") developing such Phase (i.e., Acts 88, Somerset or their successors and/or assigns) shall commence the Improvement Work within eighteen (18) months from the date of the applicable Triggering Event ("Commencement Deadline"), and shall complete the Improvement Work within eighteen (18) months from the date of commencement ("Completion Deadline"), unless such deadlines are modified by the applicable Governing Authority or by mutual written agreement of the Developing Party and District. If at any time prior to approval of the conditional plat, the County reasonably determines that a traffic study or transportation assessment is necessary, either the County or the District may request that such study be performed, and Developing Party shall cause the same to be completed at the Developing Party's sole cost and expense.

(b) Compliance. All Improvement Work to be completed by Developing Party shall be completed in accordance with the Governing Authority, local and state laws, regulations, ordinances and building codes and shall be completed by appropriate licensed, insured and bonded contractors in a good and workmanlike manner. Developing Party shall be solely responsible for obtaining any and all permits, approvals, and authorizations required by the Governing Authority or regulatory agency in connection with the construction of the Improvement Work, including, without limitation, the District. Developing Party shall submit all required plans and documents to the District (and its third-party building official, if applicable) for review and approval prior to commencement of construction. Developing Party shall pay, at its sole cost and expense, all fees, charges, and expenses assessed by the District's third-party building official or any other reviewing agency for plan review, permitting, and inspections associated with the construction of the Improvement Work. Developing Party shall also comply with all conditions of such permits and approvals and shall promptly provide the District with copies of all permits and inspection reports upon request.

(c) Coordination of Construction. Developing Party shall provide the District with at least ninety (90) days' prior written notice before commencement of the Improvement Work. Developing Party shall coordinate with the District to create a schedule for the Improvement Work for the minimal disruption of School operations. This plan shall be mutually approved by both parties and such approval shall not be unreasonably withheld. Developing Party shall maintain continuous, safe, secure, and convenient access for School buses, staff, parents, emergency vehicles, and students at all times during construction. Any temporary detours or closures affecting access routes shall be coordinated no less than seventy-two (72) hours in advance with the District and shall not occur during School arrival or dismissal hours unless expressly approved in writing by the District. Developing Party shall implement appropriate traffic control measures, signage, and flagging personnel as necessary to ensure safe and efficient traffic flow during all construction activities. Developing Party shall provide the District with at least seventy-two (72) hours' prior written notice before commencement of any construction activities impacting or disrupting utilities serving the School. A traffic control plan, temporary fencing plan, or construction staging plan, if required by the District or Governing Authority, shall be submitted for review and approval prior to commencement of construction. Developing Party shall coordinate construction schedules with the District's Director of Facilities and Construction, or other designee, to minimize disruption to School operations, including testing periods, events, and transportation schedules. Construction activities generating excessive noise, dust, or vibration shall be restricted during regular School hours to the extent reasonably practicable. Any damage to School access drives, parking areas, sidewalks, or related infrastructure caused by construction activities shall be promptly repaired or restored by Developing Party, at its sole cost and to the District's satisfaction.

(d) District Rights Prior to Closing. Developer expressly acknowledges the District's rights to use the Property pursuant to that certain easement recorded in Official Records Book 2102, Page 979, of the Public Records of Hernando County, Florida (the "Easement"). From and after the Effective Date through and including the Closing, Developer shall not, and shall not permit any other party to, interfere with, impair, revoke, terminate, modify, alter, encumber, or otherwise adversely affect the Easement or the District's rights thereunder. Developer further covenants that, aside from the Improvement Work, it shall not cause or allow any construction, development activity, obstruction, grading, utility work, or other condition within the Easement

area that would materially or adversely impact the District's use, access, operation, or enjoyment of the Easement during such period. These obligations shall be absolute, unconditional, and shall survive the Closing. Until commencement of the Improvement Work, Explorer Boulevard and the School access shall continue to operate in their current condition, and Developer shall not make any changes that interfere with such operation.

(e) Drainage Easement. In connection with the grading and slope alterations that are necessary for Developing Party's construction of the Improvement Work, District will be required to obtain a perpetual, non-exclusive drainage easement from Somerset over, upon, across, through and under a portion of Somerset Property. At Closing, Somerset and District will execute and record a Drainage Easement Agreement in the form attached hereto as Exhibit "D".

(f) District Takeover Rights. If Developing Party does not commence the Improvement Work by the Commencement Deadline or complete the Improvement Work by the Completion Deadline, then District, at District's sole option, may elect (by providing written notice of such election to the Developing Party) to complete installation of the Improvement Work in a timely manner in accordance with the Plans for such Improvement Work, in which case all direct costs and expenses incurred by District in doing so shall be payable to District from Developing Party plus an amount equal to ten percent (10%) of such direct costs and expenses. All payment requests from District under this section shall be paid within fifteen (15) days after receipt of such invoice and receipts therefor, after which such amounts shall bear interest at ten percent (10%) per annum until paid.

(g) Default. Notwithstanding and in addition to Section 15 of this Agreement, in the event Developing Party fails to comply with any term or condition of this Section 6, including but not limited to restoration obligations, or time limitations, District shall have the right, upon written notice to Developing Party, to pursue any and all remedies available at law or in equity. Developing Party shall be responsible for all costs and expenses incurred by District in enforcing the terms of this Section, including reasonable attorneys' fees and costs (whether incurred before or after litigation, at trial or on appeal). The rights and remedies provided herein are cumulative and in addition to any other rights and remedies available under applicable law or under the terms of this Agreement.

7. Conditions Precedent to District's Performance. The obligations of District to close this Agreement shall, unless waived in writing by District, be subject to the following conditions (the "Conditions Precedent"):

(a) Correctness of Representations and Warranties. The Representations and Warranties of Developer set forth in Section 12 shall be true on and as of the Closing Date with the same force and effect as if such Representations and Warranties had been made on and as of the Closing Date. Developer shall execute a Certificate of Representations and Warranties at Closing. In the event the Representations and Warranties of Developer set forth herein become untrue or inaccurate after the Effective Date and Developer fails to cure such occurrence prior to the Closing, District may, upon its receipt of Developer's disclosure of the inaccuracy, and in addition to any rights or remedies provided for in this Agreement: (i) accept the Property and close under the provisions of this Agreement, subject to the matters relating to the untrue or inaccurate representation or warranty; or (ii) terminate this Agreement, whereupon Developer shall

immediately satisfy the Out-of-Pockets Reimbursement Obligation. District shall be deemed to have waived option (ii) above if not timely elected;

(b) Title; Survey; Physical Condition and Environmental Inspections. The condition of title, the matters reflected on the Survey, and the physical and environmental condition of the Property shall remain unchanged since the dates of such inspections, surveys and reports, which District obtained during the Inspection Period, each through the Closing;

(c) Improvement Work. Developing Party shall have completed the Improvement Work in accordance with the Plans and subject to the satisfaction of District.

(d) Compliance by Developer/Developing Party. Developer/Developing Party shall have performed, observed and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Developer/Developing Party prior to or as of the Closing.

(e) Authority Documents. Developer shall provide the title company with sufficient evidence regarding Developer's authority to execute and consummate the transactions contemplated in this Agreement to meet the title insurance company's requirements for issuance of the Title Policy; and

(f) No Moratorium. There shall be no governmental moratorium or other governmental action of general applicability that shall prevent the development of the Property, or any portion thereof or otherwise affect District's use.

In the event that all of the Conditions Precedent have not been satisfied prior to the Closing Date, District shall have the right by written notice to Developer (and Developing Party, as applicable) no later than the Closing Date, to: (a) waive all of the Conditions Precedent and proceed to Closing; or (b) terminate this Agreement. In the event the District elects option (b) of the preceding sentence, thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. If on or before the Closing Date, District fails to close or give the notice required by the preceding sentence for any reason other than Developer's default, then this Agreement shall automatically terminate at 5 p.m. local on the Closing Date with no further action required by either party, and thereafter the parties shall have no further obligations to each other, except as otherwise set forth herein. Notwithstanding any provision to the contrary contained herein, in the event that Developer and/or Developing Party is in default or caused the failure of any of the Conditions Precedent, and District elects to terminate this Agreement, then the defaulting Developer party shall immediately satisfy the Out-of-Pockets Reimbursement Obligation, and District shall also be entitled to pursue its rights and remedies set forth in Section 15.

8. Closing. Provided all Conditions Precedent to Closing stated in Section 7 of this Agreement shall be satisfied or waived by District, in writing, the transfer of the Property shall occur fifteen (15) days after Developer has completed the Improvement Work in accordance with the Plans and to the satisfaction of District (the "Closing" or "Closing Date"). The Closing shall occur through the offices of Title Agent or at such other place as agreed upon by the parties. The

parties shall not be obligated to attend Closing and may submit the documents required of it by mail, Federal Express or other delivery service.

9. Adjustments and Prorations. The following are to be prorated and apportioned as of the date of Closing:

(a) Real estate taxes for the year of Closing shall be prorated through the date of Closing pursuant to section 196.295, Florida Statutes, and the parties shall cooperate in removing the Property from the tax collection rolls.

(b) All liens or assessments, special or otherwise, against the Property, as of the date of Closing, shall be paid in full by Developer.

(c) Any water, electricity or other utility charges for services furnished to the Property through the date of Closing shall be paid by Developer.

(d) Real estate taxes for tax years preceding the date of the Closing shall be paid by Developer.

If, after the Closing, the actual amount of any adjustments pursuant to this Section 9 are determined by the tax collector and differ from the amount prorated at Closing, Developer shall be solely responsible for payment of all taxes prior to Closing, regardless of adjustment in the amount from the tax collector. The obligations of the parties under this Section shall survive Closing and shall not be subject to any limitation period.

10. Expenses of Closing. Each Developer party shall pay and be responsible for (i) any documentary stamp, transfer or similar taxes due on or in relation to the transfer of their respective portion of the Property, (ii) the cost of the Commitment and premium for the Title Policy, (iii) the cost of the Survey and Phase I Audit, and (iv) the cost of recording any corrective instruments. District shall pay and be responsible for (i) the cost of any requested endorsements for the Title Policy, and (ii) the cost of recording the Deed. Each party shall be responsible for its own attorney's fees and costs, except as provided otherwise by this Agreement.

11. Closing Documents.

(a) Developer shall execute and/or deliver or cause to be delivered the following documents at Closing:

(i) The Deed, subject only to the Permitted Exceptions;

(ii) The Title Policy issued by the Title Agent, as agent for Title Company, insuring good and indefeasible fee simple title to the Real Property in the District subject only to the Permitted Exceptions;

(iii) Owner's Affidavit as may be required by the Title Company to remove the standard mechanic's lien, possession and gap exceptions from the Title Policy;

(iv) An assignment, duly executed and acknowledged by Developer, assigning all Developer's right, title and interest in and to any and all items of Intangible Property, to include all permits, approvals, impact fee credits, concurrency rights, and development agreements;

(v) The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided herein;

(vi) The originals of all items constituting Intangible Property in Developer's possession or obtainable by Developer;

(vii) Certificate of Representations and Warranties;

(viii) The Drainage Easement Agreement;

(ix) Non-foreign affidavit from Developer evidencing that District shall not be liable for transfer liability under Section 1445 of the Internal Revenue Code, as amended and any reporting statements required under Section 1099 of the Internal Revenue Code (FIRPTA Affidavit); and

(x) Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement; and

(b) District shall execute and/or deliver the following at Closing:

(i) A countersigned copy of the Drainage Easement Agreement;

(ii) The closing statement itemizing the dollar amounts of all financial matters related to the Closing, including the adjustments and prorations provided for herein; and

(iii) Such other documents as may be required, necessary or useful in consummating the transaction contemplated by this Agreement.

12. Developer Representations, Warranties and Covenants.

(a) Representations and Warranties. In order to induce District to enter into this Agreement, Developer hereby makes the following warranties and representations, which warranties and representations shall be true and correct as of the Closing and shall be reconfirmed by Developer in an affidavit executed by Developer at Closing and shall survive Closing ("Representations and Warranties"):

(i) Authority to Enter into and Consummate the Offer. The execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby, will not violate or result in a breach of or constitute a default under any provision of any contract, lien, instrument, order, judgment, decree, ordinance, regulation or other restriction of any kind to which Developer or the Property is or may be bound and affected. Developer has the power and authority and has obtained approval from all entities and persons required by Developer to approve the transaction contemplated by this Agreement to enter into, deliver and perform this Agreement,

to execute and deliver all documents required hereby, to convey all of its right, title and interest in and to the Property, and to otherwise take all steps necessary in the performance of the duties and obligations of Developer hereunder. Developer is not a “foreign person” under Section 1445 of the Internal Revenue Code of 1986, as amended, and at Closing, Developer shall provide an affidavit satisfactory to District confirming such fact.

(ii) Compliance with the Law. There are no violations of any applicable laws, ordinances, regulations, statutes, permits, rules and restrictions pertaining to and affecting the Property.

(iii) Litigation. There are no pending or, to the best of the Developer’s knowledge, threatened matters of litigation, administrative action or arbitration against the Developer or the Property, or any pending or threatened eminent domain, expropriation, condemnation or other governmental proceedings involving a taking of the Property or any part thereof or contesting or seeking to restrain or prevent the consummation of the transactions contemplated hereby. No attachments, execution proceedings, assignments, insolvency, bankruptcy or reorganization proceedings are pending or threatened or available against or contemplated by Developer.

(iv) Developer Defaults. Developer is not in default under the provisions of any deed of trust or other encumbrance, lien, or restriction on the Property. During the term of this Agreement, Developer shall pay all amounts and perform all obligations required to be paid or performed by Developer under any such deed of trust or other encumbrance, lien or restriction. Developer shall notify District in writing of any notices received, including any notices of default, from any lien holder who claims an interest in the Property.

(v) Certain Information. All records and other documents which have been, or are to be, delivered by Developer under this Agreement are, or in the case of future deliveries, will be, true, accurate and complete, and fairly present the information set forth therein in a manner which is not misleading.

(vi) Parties in Possession/Interests of Others. Developer hereby warrants and represents that there are no parties in possession of any portion of the Real Property or anyone other than Developer with any rights to occupy or use the Real Property or any part thereof or any interest therein. There is no legal or equitable interest in the Property owned or claimed by any person or entity other than Developer, except for interests to be terminated at Closing and interests specifically disclosed or permitted herein.

(vii) Commitments. No commitments, agreements or representations have been made to or with any condominium association, property owners association, property owner, governmental authority, utility company, school board, or to any other organization, group or individual relating to the Property, which would impose any obligation upon District or its successors or assigns, or any fee simple owner of the Property or restrict development of the Property according to existing laws, regulations and ordinances, other than what may be recorded among the public records of the county in which the Property is located.

(viii) Burial Sites. No portion of the Property is or has been used as a grave site, nor has any portion of the Property been used as a gravel pit, quarry, or other industrial use that would impair or inhibit District's ability to use the Property.

(ix) Endangered Species. To the best of Developer's knowledge, the Property contains no threatened or endangered species or endangered or protected habitats or items of archaeological significance as defined by applicable state and Federal laws. There are no known geological formations or conditions that might affect the use or development of the Property.

(x) Bankruptcy. There are no attachments, executions or assignments of the Property for the benefit of creditors and Developer has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the laws of the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against Developer within the past year nor is Developer currently insolvent.

(xi) Complete Disclosure of Agreements. Developer is not a party to any leases, options, contracts, franchise agreements or agreements creating rights in favor of any third parties affecting the Property in any manner whatsoever, nor shall there be any such leases, options, contracts, franchises or rights of third parties granted by Developer during the term of this Agreement. Any contracts or leases which District does not agree to assume shall be terminated at Closing.

(xii) Special Assessments and Taxes. All taxes, assessments, fees and other governmental charges levied or assessed upon Developer with respect to the Property which would otherwise be due and payable have been paid by Developer, and that any accruing or unpaid taxes, assessments, fees and other governmental charges levied or assessed upon Developer with respect to the Property through the Closing Date will be paid in full by Developer with the exception of any that are to be prorated through Closing.

(xiii) Mechanics' Laborers' and Materialmen's Liens. No work has been performed on the Property which could give rise to any mechanics', laborers' or materialmen's liens being placed on the Property. Developer has fully paid all laborers and materialmen for prior improvements to, and work performed on, the Property, or the applicable lien periods have expired and Developer shall execute an owner's affidavit concerning these matters in a form and content acceptable to the title insurance company issuing the Title Policy which will enable the title insurance company to remove all standard exceptions, including those for mechanics' and materialmen's liens arising under Chapter 713, Florida Statutes.

(xiv) Anti-Terrorism Law. Developer is not, and will not be, a person or entity with whom District is restricted from doing business with under the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (commonly known as the "USA Patriot Act") and Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001 and regulations promulgated pursuant thereto (collectively, "Anti-Terrorism Laws"), including without limitation persons and entities named on the Office of Foreign Asset Control Specially Designated Nationals and Blocked Persons List.

(xv) Environmental Warranties. To the knowledge of the Developer, (i) no friable asbestos containing material is in use, or is or has been stored or disposed of, on or upon the Property, (ii) no polychlorinated biphenyls (“PCBs”) are located on or in the Property in any form or device, including, without limitation, in the form of electrical transformers, except in compliance with applicable environmental laws, and (iii) no above ground or underground storage tanks are located on the Property or were located on the Property and subsequently removed or filled.

Developer further represents and warrants that to its knowledge the Property (including underlying soil and groundwater conditions) is not in violation of any state, local, federal or other law, statute, regulation, code, ordinance, decree or order relating to hygienic or environmental conditions, and that during the Developer’s or its affiliates’ ownership of the Property, it has not used, generated, stored or disposed of any flammable explosives, radioactive materials, hazardous waste, toxic substances, petroleum products or related materials, on, under or about the Property. For purposes hereof, the terms “disposal”, “release”, “threatened release”, “hazardous substances” and “hazardous waste” shall mean and include the definitions thereof set forth in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. §9601 et seq., (“CERCLA”), and the regulations adopted pursuant to CERCLA, and/or under the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901 et seq. (“RCRA”), and the regulations adopted pursuant to RCRA and all other federal, state, county, local and other laws, ordinances, codes, statutes, rules, regulations, decrees and orders relating to or imposing liability or standards of conduct regarding environmental or hygienic matters. The term “hazardous materials” shall include “solid waste” (as that term is defined under RCRA and the regulations adopted pursuant to RCRA), “hazardous waste” (as that term is defined under RCRA and the regulations adopted pursuant to RCRA), “hazardous substance” (as that term is defined under CERCLA and the regulations adopted pursuant to CERCLA), and other pollutants, including, without limitation, petroleum products, and any solid, liquid, gaseous or thermal irritant or contaminant, such as smoke, vapor, soot, fumes, acids, alkalis or chemicals.

(xvi) Human Trafficking. Neither Acts 88 nor Somerset use coercion for labor or services as defined in section 787.06, Florida Statutes. Acts 88 and Somerset will both execute the respective affidavit attached hereto as Exhibit “E” contemporaneously with the execution of this Agreement.

In addition to any other remedies provided in this Agreement for a breach of a representation or warranty by Developer, Developer hereby agrees to indemnify, defend and hold District harmless from and against any and all actual damages, including attorneys’ fees and other litigation costs and expenses District may suffer, sustain, or incur as a result of any material misrepresentation, or material breach of any warranty, of Developer, as specifically set forth in this Section 12, or any document or instrument executed or to be executed by or on behalf of Developer pursuant to this Agreement, or in furtherance of the transaction contemplated hereby. All Representations and Warranties herein shall be renewed at Closing, shall survive Closing and the delivery of the Deed to the Real Property for a period of two (2) years.

(b) Covenants and Agreements of Developer. Developer covenants and agrees with District as follows:

(i) No improvements shall be constructed on the Property prior to Closing except for the Improvement Work.

(ii) From and after the date hereof, Developer will not: (i) create or incur, or suffer to exist, any mortgage, lien, pledge, or other encumbrance in any way affecting the Property, other than the lien for taxes not yet due and payable; or (ii) commit any waste or nuisance upon the Property.

(iii) Developer will not, without the prior written consent of District, which consent may be withheld in District's sole discretion, enter into any mortgage, lease, or agreement affecting the Property.

(iv) Developer shall advise District of any litigation, arbitration, or administrative hearing before any governmental agency concerning or affecting the Property which is instituted or threatened subsequent to the date hereof.

(v) Developer shall not (i) sell the Property or market the Property for sale (which shall include entering into a back-up Agreement with respect to the Property); or (ii) intentionally take any action which would have the effect of violating any of the Representations and Warranties of Developer contained in this Agreement in a material manner.

13. Brokerage Commission. Each party represents to the other that no broker has been involved in this transaction. It is agreed that any party to this Agreement who knowingly takes actions or knowingly makes commitments forming the basis of any claim for a brokerage commission agrees to indemnify and hold harmless the other party hereto from and adjust any and all such claims or demands with respect to any brokerage fees or agent's commissions or other compensation asserted by any person, firm or corporation in connection with this Agreement or the transaction contemplated hereby.

14. District's Default. In the event District shall fail to timely comply with any material covenant or obligation on the part of the District to be performed, and Developer shall have performed all of its covenants, agreements and obligation hereunder, Developer shall notify District of any such default and the action Developer deems necessary to cure such default, and District shall have ten (10) business days from receipt of such notice in which to cure any such default. In the event District fails to cure such default within said cure period, then Developer, as Developer's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to District, whereupon neither party hereto shall have any further rights or obligations hereunder.

15. Developer's Default. In the event of a default by Developer under this Agreement or if Developer's warranties and representations contained herein are not correct, at the option of the District (i) it may terminate this Agreement by delivering written notice thereof to the Developer and the Title Agent, in which event, Developer shall pay the Out-of-Pockets Reimbursement Obligation, (ii) District shall be entitled to seek to enforce specific performance of Developer's obligations hereunder, or (iii) if Developer has taken any action that renders the remedy of specific performance not available, then exercise any other right or remedy District may

have at law or in equity by reason of Developer's default including, but not limited to, the recovery of damages and attorneys' fees incurred by District in pursuing its remedy.

16. Risk of Loss. If prior to the Closing there shall occur a sinkhole or other casualty to all or any portion of the Property which would interfere with District's use of the Property, in District's sole discretion, or would cost in excess of One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00) (as reasonably determined by an independent party mutually acceptable to District and Developer) to remediate, District shall elect either of the following by notice given to Developer within ten (10) business days after District becomes aware of such damage or destruction:

(a) to terminate this Agreement, whereupon neither Developer nor District shall have any continuing obligations unto the other; or

(b) to consummate this Agreement, in which event Developer shall assign to District its rights under any insurance policy covering such damage or destruction to the proceeds payable on account of such damage or destruction.

17. Condemnation. If any authority having the right of eminent domain shall commence negotiations with Developer or shall commence legal action against Developer for the damaging, taking or acquiring of all or any part of the Property either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Developer shall immediately give notice of the same to District. Upon the occurrence of any of the foregoing events, District shall have the right, at its option, to terminate this Agreement by giving notice thereof to Developer on or before the date of Closing, in which event District shall be released of all further obligations. If District does not so terminate this Agreement, at the Closing, Developer shall assign to District all rights of Developer in and to any such awards, settlement proceeds or other proceeds which are payable at or after the date of Closing. The risk of condemnation or eminent domain shall be borne by the Developer until the date of Closing. In the event of any negotiations with any authority regarding the payment of any awards or other sums or regarding any settlement on account of any damaging, taking or acquiring through condemnation or eminent domain, Developer will inform District of all such negotiations of which Developer has notice and will permit District to take part therein.

18. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Acts 88: Acts 88, LLC.
Mark Taylor, Manager
PO Box 10779
Brooksville, Florida 34603
Email: marktaylor@tampabay.rr.com

Somerset: Somerset Land, LLC.

Ron Bastyr, Manager
18125 Wayne Road
Odessa, Florida 33556
Email: ronbastyr@yahoo.com

With a copy to: Meridian Partners Law, P.A.
1901 Ulmerton Road
Suite 470
Clearwater, FL 33762
Attn: Bryan W. Sykes, Esq.
Email: bryan@meridianpartnerslaw.com

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: Superintendent
Email: pinder_r@hcsb.k12.fl.us

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: School Board Attorney & General Counsel
Email: mockler_c@hcsb.k12.fl.us

And: GRAY ROBINSON, P.A.
Attn: Kristin Kowaleski, Esq.
101 East Kennedy Blvd, Suite 4000
Tampa, Florida 33602
Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property described herein. This Agreement may not be amended or modified orally. All understandings and agreements heretofore between the parties with respect to the Property are merged in this Agreement, which alone fully and completely expresses their understanding. Handwritten and initialed provisions shall supersede typewritten provisions.

20. No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

21. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except in writing duly executed by the parties hereto.

22. Captions. The captions of this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision hereof.

23. Successors; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. If title to the Somerset Property or the Acts Property is conveyed to a third party at any time, Developer shall provide the District with at least thirty (30) days' prior written notice of such transfer, and any party acquiring title shall be substituted, in all respects, for Acts 88 and/or Somerset (as applicable) with respect to the obligations that run with the land). Any assignee shall assume all of Developer's obligations under this Agreement pursuant to an Assignment and Assumption Agreement acceptable to the District.

24. Short Form Memo. Within five (5) days of the Effective Date of this Agreement, the parties agree to executed and record a short form and memorandum of this Agreement (the "Memorandum") in the Official Records of Hernando County, Florida, in a form substantially similar to Exhibit "F" attached hereto, for the purpose of placing all successors, assigns, lenders, and purchasers of Developer on actual and constructive notice of the obligations of Developer under this Agreement, all of which shall run with the land to the extent permitted by law. Developer shall be responsible for all recording costs.

25. Time. Time is of the essence with respect to all matters contained herein. Whenever any time period is to be computed hereunder, the day from which the period shall run is not to be included, and any period ending on a Saturday, Sunday or legal holiday will be extended to the next business day.

26. Attorneys' Fees. In any litigation which arises between the parties under or related to this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such litigation from the other party.

27. Counterparts. This Agreement may be executed in counterparts by the parties hereto and each shall be considered an original, but all such counterparts shall be construed together as representing one agreement between the parties hereto.

28. Effective Date. The effective date ("Effective Date") of this Agreement shall be the last date that either District or Developer executes this Agreement.

29. Validity. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

30. Miscellaneous. Whenever used, the singular number shall include the plural; the plural number shall include the singular; and the use of any gender shall include all genders.

31. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Florida. Venue for any action, proceeding, or dispute arising out of or relating to this Agreement, the Property, or any transaction contemplated hereby shall lie exclusively in the state courts located

in and for the county in which the Property is located. The parties hereby waive any objection based on forum non conveniens and consent to the personal jurisdiction of such courts.

32. Digital Image. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence to the extent permitted by a court with proper jurisdiction.

33. Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Developer, Developer hereby agrees to perform, execute and/or deliver or cause to be performed, executed and/or delivered at the Closing or after the Closing, any and all further acts, deeds and assurances as District may reasonably require to: (i) evidence and vest in District the ownership of, and title to, all of the Property; and (ii) consummate the transaction contemplated hereunder.

34. Joint and Several Liability. Where two or more entities constitute the Developer under this Agreement, each such entity shall be jointly and severally liable for the full and timely performance of all obligations, liabilities, covenants, and indemnities of Developer under this Agreement. The obligations of each such entity are independent, and the non-default of one entity shall not limit or impair the enforceability of this Agreement against any other entity. The other party may proceed against any one or more of such entities without the necessity of first proceeding against the others.

35. Indemnification. Developer acknowledges and agrees that Duke has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the “Easements”), and that Duke and the District are parties to that certain Encroachment Agreement dated November 20, 2006, recorded as Instrument Number 2007054034, in Official Records Book 2479, Page 1084 in the official records of Hernando County (the “Encroachment Agreement”) pursuant to which Duke granted the District rights to occupy and utilize a portion of the District Property in the area encumbered by the Easements for the limited purpose of road right of way for access to the School. While Duke has agreed to the form of a new Encroachment Agreement between Duke and the County attached herein as Exhibit “G” (“County Encroachment Agreement”), such County Encroachment Agreement may terminate prior to completion of the contemplated improvements. Developer acknowledges and agrees that District is relying on that County Encroachment Agreement in entering into this Agreement as well as completing the Dedication.

(a) Until such time as the Encroachment Agreement is terminated, to the extent applicable, Developer agrees to fully comply with all obligations under the Encroachment Agreement and the Easements. Developer shall not revise the Plans or otherwise commit, or fail to commit, any act that would cause Duke to terminate the County Encroachment Agreement.

(b) Developer, at its successor and assigns, shall defend, indemnify, and hold harmless the District and its board members, officers, employees, agents, and representatives (collectively, the “District Indemnitees”) from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, fines, penalties, judgments, and expenses, including

reasonable attorneys' fees and costs at all levels (including appellate), arising out of, related to, or resulting from, directly or indirectly:

(i) Any breach or violation by Developer, or by any party acting by, through, or under Developer, of the Encroachment Agreement, this Agreement, any related easements, licenses, permits, approvals, or conditions thereof;

(ii) Any act or omission of Developer, or any party acting by, through, or under Developer, that results in, causes, contributes to, or gives rise to any restriction, limitation, interference, or impairment of the District's access to the School, whether temporary or permanent;

(iii) Any action, inaction, decision, change in position, or failure to act by Duke Energy or any successor or affiliate thereof, including the expiration, revocation, modification, non-renewal, refusal to re-issue, or failure to re-issue any County Encroachment Agreement after the termination of the original County Encroachment Agreement, or any other consent, approval, or authorization, to the extent arising from or related to Developer's acts, omissions, agreements, obligations, or development activities;

(iv) Any litigation, claim, demand, or proceeding brought by any third party, including Duke, arising out of or relating to the Encroachment Agreement, the County Encroachment Agreement, the Easements, this Agreement, or the District's access to the School;

(v) Any enforcement action, regulatory proceeding, or governmental claim related to the Encroachment Agreement, the County Encroachment Agreement, the Easements, this Agreement, or the District's access to the School; and

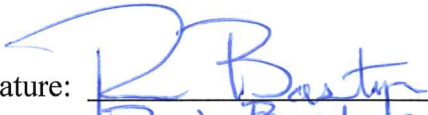
(vi) Any failure of Developer to comply with the Encroachment Agreement, the County Encroachment Agreement, the Easements, or this Agreement.

(c) This indemnification obligation shall apply regardless of whether the claim arises during or after the term of this Agreement, shall survive expiration or termination of this Agreement as well as the Closing, and shall apply even if the claim is caused in part by the negligence of a District Indemnitee, except to the extent caused by the gross negligence or willful misconduct of the District.

[Signatures appear on the following page(s)]

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

Signature: 
Name: Ron Bastyr
Title: Manager
Date: 6/15/2026, 2026

SCHOOL BOARD OF HERNANDO COUNTY,
FLORIDA

By: _____

Name: _____

Title: _____

Date: _____, 202__

Attest:

By: _____

Name: _____

Title: _____

Approved as to Form:

By:  _____

Name: KRISTIN KOWALESKI / GRAY ROBINSON

Title: ATTORNEY

Exhibit "A"

Legal Description of Somerset Property

NOTE: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey

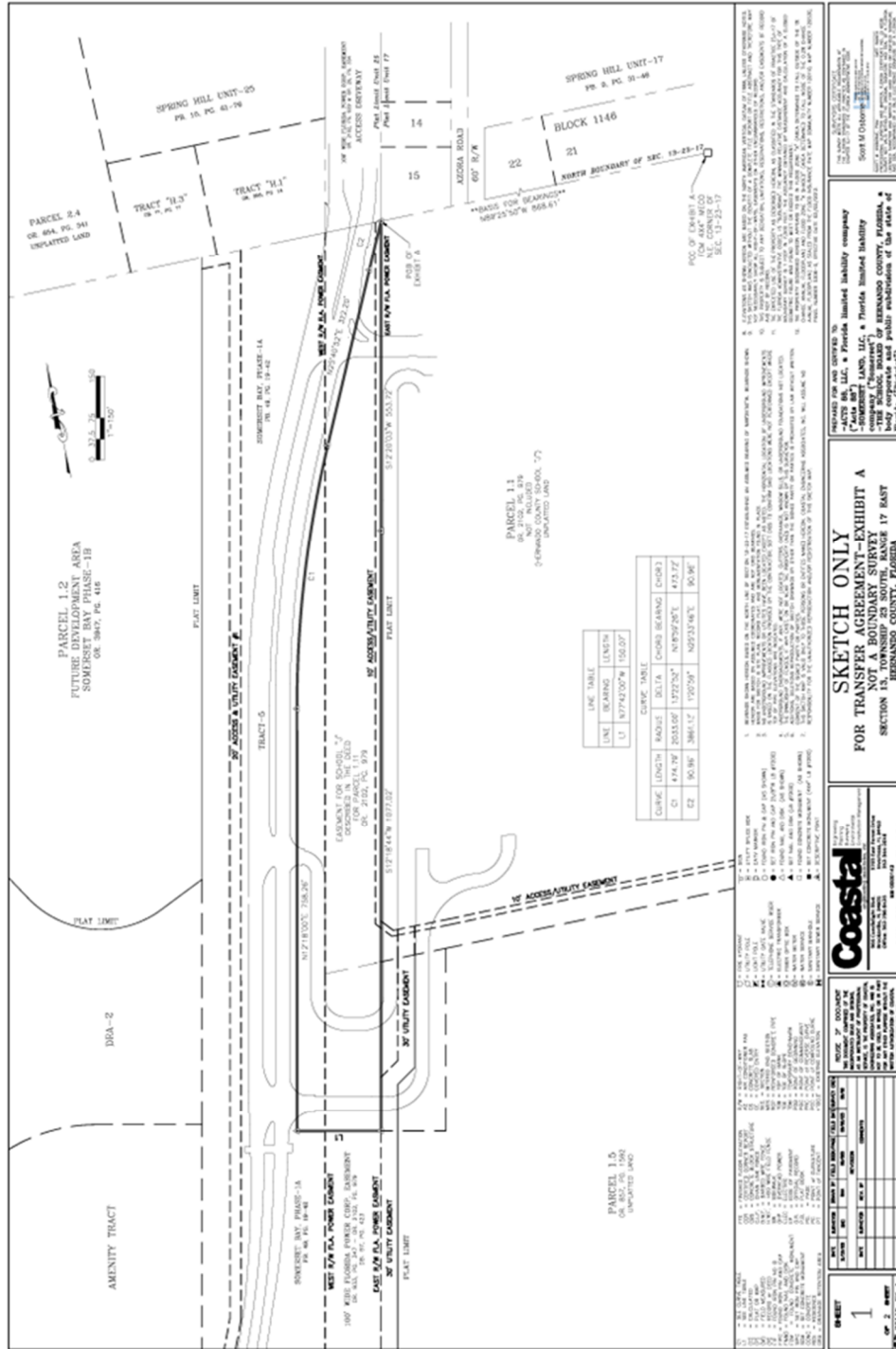


EXHIBIT-A LEGAL DESCRIPTION (EX-A)

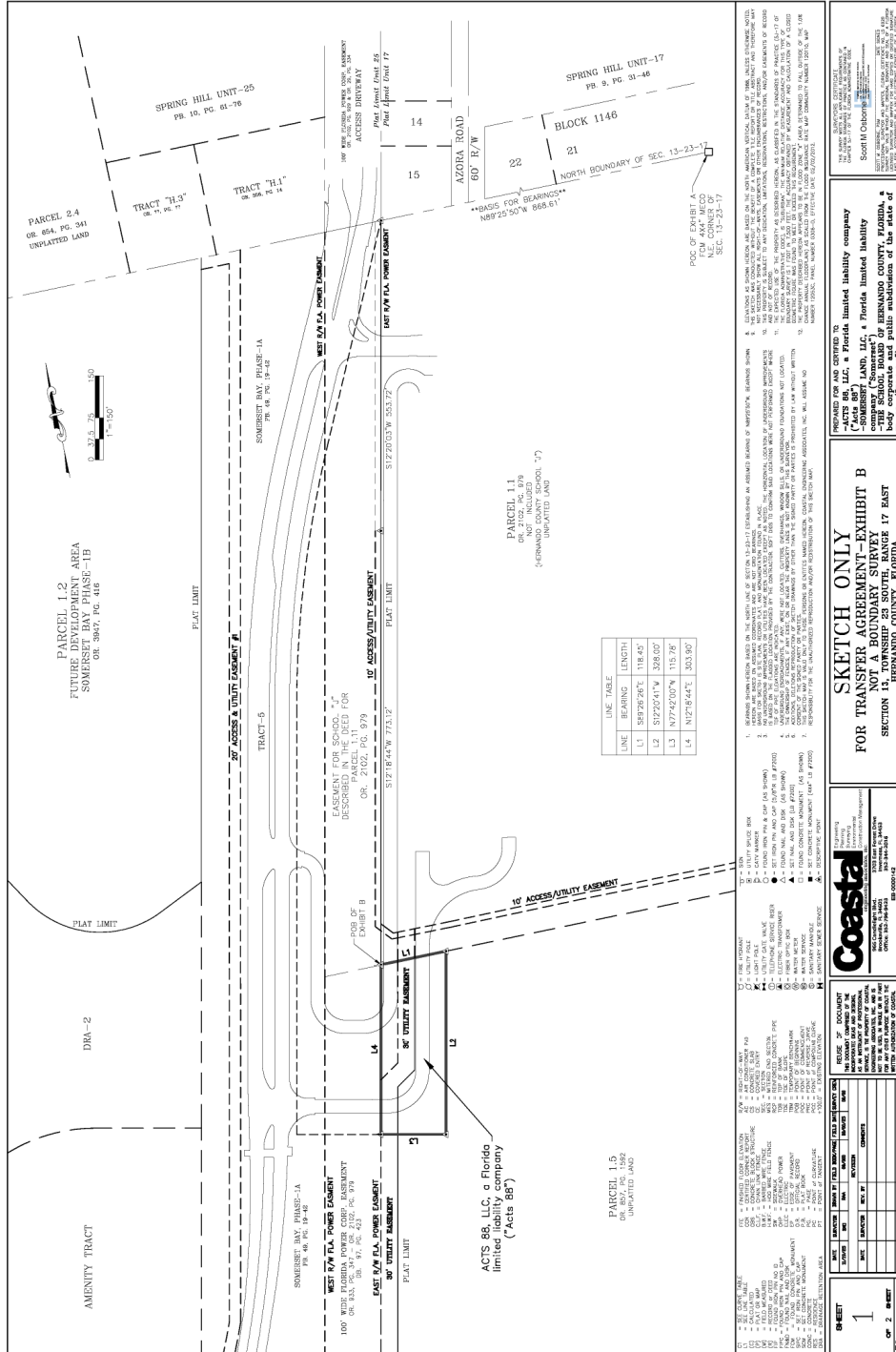
COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 1077.02 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN N77°42'00"W, 150.07 FEET; THENCE N12°18'00"E, 758.26 FEET TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22'52", AND A CHORD BEARING AND DISTANCE OF N18°59'26"E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40'52"E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20'59", AND A CHORD BEARING OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT, AND THE POINT OF BEGINNING.

CONTAINING 4.48 ACRES MORE OR LESS.

Exhibit "B"

Legal Description of Acts Property

NOTE: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey



FOR SKETCH ONLY
FOR TRANSFER AGREEMENT - EXHIBIT B
NOT A BOUNDARY SURVEY
SECTION 17 EAST
HERNANDO COUNTY, FLORIDA

Coastal
 10000 N. US HWY 19, SUITE 100
 TAMPA, FLORIDA 33613
 PHONE: 813-988-1111
 FAX: 813-988-1112
 WWW.COASTALINC.COM

REVISIONS

NO.	DATE	DESCRIPTION
1	08/20/2015	ISSUED

DATE: 08/20/2015
SHEET: 2 OF 2

TRANSFER AGREEMENT EXHIBIT B LEGAL DESCRIPTION (EX-B)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 773.12 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL "J") AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH OF SAID PARCEL 1.1, RUN S89°26'26"E, 118.45 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 115.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N12°18'44"E, 303.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS.

EXPLORER BOULEVARD ROADWAY EXTENSION EXPLORER K-8 SITE IMPROVEMENTS

SPRING HILL, FLORIDA

COASTAL PROJECT NUMBER 22005

CONTRACT PLANS COMPONENTS

ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS

INDEX OF ROADWAY PLANS
SHEET NO. SHEET DESCRIPTION

1	KEY SHEET
2	GENERAL NOTES
3-5	DEMOLITION PLANS
6	TYPICAL SECTION
7	PROJECT GEOMETRY
8	SUMMARY OF QUANTITIES
9	OVERALL SITE PLAN
9A	OVERALL FENCE PLAN
10-23	PLAN SHEETS & PROFILE SHEETS
24-27	SCHOOL PLAN SHEETS
28-38	CROSS SECTIONS
39-41	DRAINAGE STRUCTURES
OS1-OS7	SIGNING & MARKING PLANS
DR1-DR4	DRAINAGE PLANS
EC-1-EC-2	SWPPP PLANS

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2025-26 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>
Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY 2025-26 Standard Specifications for Road and Bridge Construction at the following website:
<http://www.fdot.gov/programmanagement/implemented/SpecBooks>

PLANS PREPARED FOR



Coastal
DESIGN CONSULTANTS
engineering associates, inc.
966 Candlelight Boulevard - Brooksville - Florida 34601
(852) 790-9455 FAX (852) 799-8359
EB-000142

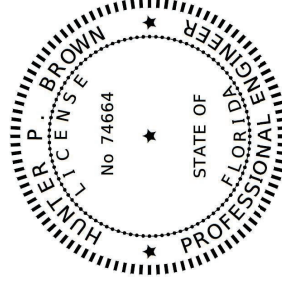
PLANS PREPARED BY



COASTAL
DESIGN CONSULTANTS

7026 LITTLE RD. NEW PORT RICHEY, FL. 34654
T: (727) 849-8010 F: (727) 849-8020
CERTIFICATE OF AUTHORIZATION NO. 00009572

Hunter P Brown
P Brown
Digitally signed by
Hunter P Brown
Date: 2025.12.18
17:14:24-05'00'



NOVEMBER 11, 2025

**ROADWAY PLANS
ENGINEER OF RECORD:**

HUNTER P. BROWN, P.E.
P.E. NO. 74664
COASTAL DESIGN CONSULTANTS INC.
7026 LITTLE ROAD
NEW PORT RICHEY, FL. 34654
(727) 849-8010
WWW.COASTALDESIGNCONSULTANTS.COM
CERTIFICATE OF AUTHORIZATION NO. 9572

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERNANDO COUNTY MINUTOCODE WITH EXCEPTIONS NOTED
15104642 12/07/26
THE ISSUANCE OF THESE PLANS SHALL NOT BE CONSIDERED AN ENDORSEMENT BY THE HERNANDO COUNTY ENGINEER OF THE STATE LAW, REGULATION OR ORDINANCE

FISCAL YEAR	2025
REGISTRATION YEAR	1

IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REFERENCE DOCUMENTS

- HERNANDO COUNTY DEPARTMENT OF PUBLIC WORKS / ENGINEERING DIVISION DIVISION "FACILITY GUIDELINES" LATEST EDITION.
- HERNANDO COUNTY UTILITY DEPARTMENT "A WATER RECLAIMED WATER AND WASTEWATER CONSTRUCTION SPECIFICATIONS MANUAL JANUARY 2013 EDITION.
- FLOIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS", 2018.
- FLOIDA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION", 2022.
- FLOIDA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", DATED FY 2021-22.
- FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD)", 2009.
- F.D.O.T. FLEXIBLE PAVEMENT DESIGN MANUAL FOR NEW CONSTRUCTION AND PAVEMENT REHABILITATION (2022).

COORDINATION OF THE DOCUMENTS:
THE ARTICLES CONTAINED IN THE GENERAL NOTES, THE CONSTRUCTION DRAWINGS, AND THE ABOVE-REFERENCED DOCUMENTS ARE INTENDED TO BE COMPLEMENTARY AND FULLY DESCRIBE THE TECHNICAL ASPECTS OF THE PROJECT. ANY DISCREPANCIES BETWEEN THE GENERAL NOTES AND THE DOCUMENTS, THEY SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IN WRITING FOR RESOLUTION.

GENERAL NOTES:

- FOR THE PURPOSES OF THE NOTES DEFINED HEREIN THE RESPONSIBLE PARTIES SHALL BE DEFINED AS :
OWNER : SOMERSET LAND L.L.C.
1825 WAYNE ROAD
ODESSA, FL 33556
DESIGN ENGINEER : THE DESIGN ENGINEER IS COASTAL DESIGN CONSULTANTS, INC., 7026 LITTLE ROAD, NEW PORT RICHEY, FL 34654 AND THEIR AUTHORIZED REPRESENTATIVES.
CONTRACTOR : THE INDIVIDUAL, FIRM OR COMPANY CONTRACTING WITH HERNANDO COUNTY, BOARD OF COUNTY COMMISSIONERS, HERNANDO COUNTY, FLORIDA, FOR THE PERFORMANCE OF WORK OR FURNISHING OF MATERIALS.

- UNLESS SPECIFICALLY NOTED OTHERWISE, ALL ELEVATIONS AND DIMENSIONS ARE IN FEET. REFERENCED TO NAD 83 DATUM OF 1988.
- EXISTING UTILITIES:

- LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK, PRIOR TO CONSTRUCTION.
- THE CONTRACTOR IS CAUTIONED THAT THE LOCATION OF EXISTING UTILITIES, WHETHER OR NOT SHOWN, ARE APPROXIMATE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ACTUAL FIELD LOCATIONS FROM THE RESPECTIVE UTILITY COMPANY 48 HOURS BEFORE BEGINNING WORK.
SUNSHINE STATE ONE CALL 1-800-432-4770.

- THE CONTRACTOR IS CAUTIONED THAT SOME EXISTING UTILITIES OF THE PROPOSED ROADWAY IMPROVEMENTS, IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO NOTIFY AND COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES AT LEAST 14 DAYS IN ADVANCE OF CONSTRUCTION ACTIVITIES. FOR ADDITIONAL INFORMATION REGARDING THE EXISTING UTILITIES PROPOSED FOR RELOCATION AND THE UTILITY CONTACT INFORMATION REFERENCE THE "UTILITY ADJUSTMENT SHEETS" PROVIDED WITHIN THIS CONSTRUCTION SHEET.

- THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED PLANS AND PERMITS AT THE CONSTRUCTION SITE.
- DURING THE CONSTRUCTION AND/OR MAINTENANCE OF THIS PROJECT, THE CONTRACTOR OR HIS REPRESENTATIVE SHALL BE RESPONSIBLE FOR THE CONTROL AND SAFETY OF THE TRAVELING PUBLIC AND THE SAFETY OF HIS PERSONNEL, LABOR SAFETY REGULATIONS SHALL FOLLOW THE FEDERAL REGISTER OF THE DEPARTMENT OF TRANSPORTATION.

- CONSTRUCTION STAKEOUT SHALL BE ACCOMPLISHED BY THE CONTRACTOR.

GENERAL NOTES (CONTINUED):

- THE CONTRACTOR SHALL ARRANGE FOR AND PAY FOR ALL FIELD TESTS TO MONITOR CONSTRUCTION QUALITY. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO COORDINATE ALL REQUIRED FIELD TESTING OPERATIONS. RESULTS OF THE FIELD TESTINGS SHALL BE DISTRIBUTED TO THE TESTING COMPANY TO THE CONTRACTOR. THE CONTRACTOR SHALL PROVIDE THE TEST RESULTS TO THE OWNER IN A TIMELY MANNER.
- IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PROVIDE ALL CERTIFICATIONS, SHOP DRAWINGS, MATERIALS TESTS, ETC. CALLED FOR OR REQUESTED ON ALL CONSTRUCTION MATERIALS.
- THE ENGINEER WILL HAVE THE AUTHORITY TO DISAPPROVE OR REJECT WORK WHICH IS DEFECTIVE, OR DOES NOT CONFORM TO THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS, OR DOES NOT MEET THE REQUIREMENTS OF ANY INSPECTION, TEST, OR APPROVAL.

- THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.

- ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ADDITIONAL COSTS ARE INCIDENTAL TO OTHER CONSTRUCTION AND NO EXTRA COMPENSATION IS TO BE ALLOWED.

- ANY WASHOUTS, REGRADING, GRASSING WORK, AND OTHER EROSION WORK REQUIRED, WILL BE PERFORMED BY THE CONTRACTOR AT HIS / HER EXPENSE, UNTIL THE SYSTEM IS ACCEPTED FOR MAINTENANCE, BY THE OWNER AND / OR ENGINEER.

- ALL SODDING SHALL INCLUDE WATERING AND FERTILIZATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THESE AREAS UNTIL THE PROJECT IS COMPLETED AND ACCEPTED BY THE OWNER AND ENGINEER.

- ALL SODDED SLOPES STEEPER THAN 4:1 SHALL BE INSTALLED WITH 500 PEGS.

- THE ENGINEER WILL BE THE INTERPRETER OF THE TERMS AND CONDITIONS OF THE PLANS AND SPECIFICATIONS, AND THE JUDGE OF THE PERFORMANCE THEREOF. IN HIS CAPACITY AS INTERPRETER HE WILL EXERCISE HIS BEST EFFORTS TO OBTAIN FAITHFUL PERFORMANCE BY BOTH THE OWNER AND THE CONTRACTOR.

- NEITHER OBSERVATIONS BY THE ENGINEER NOR INSPECTIONS, TESTS, OR APPROVALS BY OTHER PERSONS SHALL RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS TO PERFORM THE WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.

- PRIOR TO MANUFACTURE, THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH COPIES OF THE SHOP DRAWINGS FOR ALL PRECAST CONCRETE FACILITIES FOR HIS REVIEW AND APPROVAL.

- THE CONTRACTOR SHALL MAINTAIN THE RAW DURING CONSTRUCTION IN A SATISFACTORY MANNER TO PREVENT THE DEPOSITION OF SAND, DUST, ETC. BY WATER OR WIND EROSION ONTO ADJACENT PROPERTIES. EROSION CONTROL MEASURES SHALL BE INSTALLED FOR ALL EXPOSED PLACES PRIOR TO BEGINNING CONSTRUCTION.

- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE MAINTAINED. THE CONTRACTOR SHOULD NOTIFY THE COUNTY SURVEYOR WITHOUT DELAY BY TELEPHONE.

- THE CONTRACTOR SHALL KEEP THE ENGINEER INFORMED OF ALL THREE WORKING DAYS IN ADVANCE OF THE BEGINNING OF ALL CONSTRUCTION PHASES, INCLUDING, BUT NOT LIMITED TO, CLEARING-AND-GRUBBING, EARTHWORK, STORM-DRAINAGE, SUBGRADE PREPARATION, BASE CONSTRUCTION, AND GRASSING.
- CLEARING AND GRUBBING:

- CLEARING AND GRUBBING FOR PURPOSES OF THE PROJECT DESCRIBED HEREIN SHALL BE IN ACCORDANCE WITH SECTION 10 OF THE "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION"

- ALL MATERIALS, DEBRIS, UNSUITABLE EARTH, ETC. OF NO SALVAGE VALUE SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN A LEGAL MANNER.

- ANY CLEAN FILL REMOVED DURING CLEARING AND GRUBBING SHALL BE STOCKPILED AT A SITE DESIGNATED BY THE OWNER UNLESS OTHERWISE DIRECTED BY THE OWNER.

- NO DEBRIS OR OTHER UNSUITABLE MATERIALS SHALL BE DISPOSED OF WITHIN THE RIGHT-OF-WAY.

- NO BURNING WITHIN THE PROJECT RAW SHALL BE PERMITTED.

- THE CONTRACTOR IS TO OBTAIN ALL NECESSARY PERMITS FOR REMOVING ANY EXISTING STRUCTURES.

- EXISTING PAVEMENT SHALL BE REMOVED AND DISPOSED OF BY THE CONTRACTOR AT HIS EXPENSE. THE CONTRACTOR MAY (AT HIS OPTION) USE EXISTING LIMEROCK BASE MATERIAL AS A STABILIZING ADDITIVE TO THE SUBBASE. AT NO TIME WILL EXISTING BASE MATERIAL BE INCORPORATED WITHIN THE NEW BASE.

- ASPHALT PAVING

- ALL ROADWAY SURFACES SHALL BE CLEAN AND DRY PRIOR TO AND DURING PLACEMENT OF ASPHALT.

- TRIMMS AND TACK COAT SURFACES SHALL BE INCLUDED IN THE CONTRACTORS BID PRICE FOR THE OPTIONAL BASE OR PAVEMENT COURSE AS REQUESTED.

- BACKFILL MATERIAL SHALL BE SOLIDLY TAMPED AROUND PIPES IN 6" LAYERS UP TO A LEVEL OF AT LEAST ONE FOOT ABOVE THE TOP OF THE PIPE. IN AREAS TO BE PAVED, BACK FILL SHALL BE COMPACTED TO 100% MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T-99.

- MISCELLANEOUS CONCRETE, FURNISHED AND INSTALLED BY THE CONTRACTOR SHALL HAVE A COMPRESSIVE STRENGTH OF AT LEAST 3,000 P.S.I. IN 28 DAYS, UNLESS OTHERWISE NOTED.

- IN THE EVENT UNSUITABLE MATERIAL IS ENCOUNTERED DURING EXCAVATION IT IS TO BE REMOVED FROM THE ROAD BED IN ACCORDANCE WITH FOOT INDEX NO. 305 OF THE DESIGN STANDARDS.

- THE CONTRACTOR SHALL NOT ENTER UPON OR IN ANY WAY ALTER THE WETLAND/CONSERVATION AREAS THAT MAY BE ADJACENT TO RIGHT OF WAY. ALL CONSTRUCTION WORK SHALL BE IN COMPLIANCE WITH THE ENVIRONMENTAL REGULATIONS AND/OR PERMITS FOR THE PROJECT AREA. THE CONTRACTOR SHALL HAVE A DETAILED PLAN OF THE RESULTING FROM A VIOLATION OF ANY REGULATION OR PERMIT CONDITION.

- ALL EXISTING WELLS ENCOUNTERED DURING CONSTRUCTIONS SHALL BE PLUGGED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GOVERNING WATER MANAGEMENT DISTRICT.

- THE SEDIMENT CONTROL / EROSION CONTROL MEASURES OUTLINED WITHIN THE CONSTRUCTION DRAWINGS ARE CONSIDERED TO BE THE MINIMUM REQUIREMENTS FOR PREVENTING SEDIMENT FROM LEAVING THE PROJECT SITE ONTO ADJACENT PROPERTIES IN ACCORDANCE WITH THE EROSION AND SEDIMENT CONTROL MANUAL LATEST EDITION. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO MAINTAIN ALL THE SEDIMENT / EROSION CONTROL MEASURES TO PREVENT SEDIMENT FROM LEAVING THE PROJECT SITE AS REQUIRED. COSTS FOR ADDITIONAL MEASURES SHALL BE APPROVED IN ADVANCE BY THE OWNER AND COVERED UNDER THE UNIT COSTS FOR: 10430-3 SEDIMENT BARRIER, 10418 INLET PROTECTION SYSTEM, 1204 EXCAVATION, AND 575-HI SODDING (BAMBA)

- A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE COMPLETED BY THE OWNER PRIOR TO THE SUBMITTAL OF THE SHOP DRAWINGS FOR ALL PRECAST CONCRETE PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. SEE PAY ITEM NOTE FOR 1000-T WIDES PERMITTING.

- CONTRACTOR TO SCHEDULE A PRE-CONSTRUCTION MEETING FIVE (5) BUSINESS DAYS PRIOR TO THE START OF CONSTRUCTION. A DRW INSPECTOR MUST ATTEND THE PRE-CONSTRUCTION MEETING.

- CONTRACTOR TO NOTIFY DRW INSPECTOR 48 HOURS PRIOR TO CONSTRUCTION IN THE COUNTY RIGHT OF WAY.

- DRW INSPECTOR MUST BE PRESENT FOR ALL PAVING OF RIGHT OF WAYS AND INSPECT PRIOR TO POURING CONCRETE SIDEWALKS.

- A RIGHT OF WAY USE PERMIT IS REQUIRED FOR ANY WORK IN COUNTY RIGHT OF WAY, INCLUDING CONSTRUCTION ENTRANCES.

- CONTRACTOR SHALL PROVIDE 24 HOUR ADVANCE NOTICE TO LOCAL EMERGENCY SERVICE DEPARTMENT'S WHENEVER CONSTRUCTION ACTIVITIES ARE EXPECTED TO IMPEDE NORMAL TRAFFIC FLOW.

TRAFFIC CONTROL NOTES:

- THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN AND TRAFFIC CONTROL DEVICES TO BE INSTALLED AND MAINTAINED BY THE LICENSED FLORIDA PROFESSIONAL ENGINEER WHO IS EXPERIENCED IN TRAFFIC CONTROL PLANS AND WHO IS CERTIFIED PER FOOT PROCEDURE, TOPIC NO. 625-000-00. THE CONTRACTOR SHALL NOT OCCUPY THIS TEMPORARY TRAFFIC CONTROL PLAN.
- AREAS REQUIRING MAINTENANCE OF TRAFFIC INCLUDE THE FOLLOWING:
TRAFFIC AT INTERSECTION OF :
- SCHOOL DRIVEWAYS
- TILLEY ROAD
- IF LANE CLOSURES ARE NECESSARY, THEY SHALL BE PERFORMED BETWEEN 9:30 AM AND 3:30 PM DAILY, NO OTHER RESTRICTIONS APPLY. THE APPLICANT MUST NOTIFY THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL MAINTENANCE OFFICE 48 HOURS IN ADVANCE OF STARTING PROPOSED WORK. CALL FOOT DISTRICT 7 MAINTENANCE, LANCE GRACE @ (813) 975-4264.
- FOR WORK WITHIN THE RIGHT-OF-WAY, THE FOOT REQUIRES DOCUMENTATION FOR SUCCESSFUL COMPLETION OF AN APPROVED WORK ZONE TRAFFIC CONTROL TRAINING COURSE FOR THE AGENCY, UTILITY, OR CONTRACTOR EMPLOYER(S). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE TRAINING COURSE OF TRAFFIC PLAN IN ACCORDANCE WITH DEPARTMENT PROCEDURE, TOPIC NO. 625-000-00. DOCUMENTATION IS TO BE FURNISHED TO THE DEPARTMENT AT THE PER-CONSTRUCTION MEETING OR BEFORE OCCUPYING STATE RIGHT-OF-WAY.
- MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDICES OF THE FOOT DESIGN STANDARDS INDEX 600 SERIES ACCORDING TO THE TYPE OF ROADWAY AND TYPE OF WORK BEING PERFORMED.

- THE TRAFFIC CONTROL PLANS SHALL STATE THE POSTED SPEED (45) AND THE TRAFFIC CONTROL PLAN SHALL STATE THE POSTED SPEED (45) TO BE MAINTAINED DURING CONSTRUCTION, PER FOOT STANDARD PLANS 102-600.

UTILITY CONTACT INFORMATION:

- DAVID BARRISH HENRY KLOBUCHAR
CHARTER COMMUNICATIONS ZAYO GROUP / FORMERLY LIGHTWAVE, LLC
2850 S. LECANTO HIGHWAY 130 N. MAIN ST.
(352)-302-3190 (406)-486-6310
- DINO FARRUGGIO ALAN TURNER
ATTN: DISTRIBUTION HERMANDO COUNTY UTILITIES DEPARTMENT
WEST PALM BEACH, FL 33411 BROOKSVILLE, FL 34601
(561) 683-2729 (352) 540-6279
- DON TALLBERG RIVER ELECTRIC COOPERATIVE
10005 CORTEZ BLVD. WEEKI WACHEE, FL 34613
(352)-596-4000

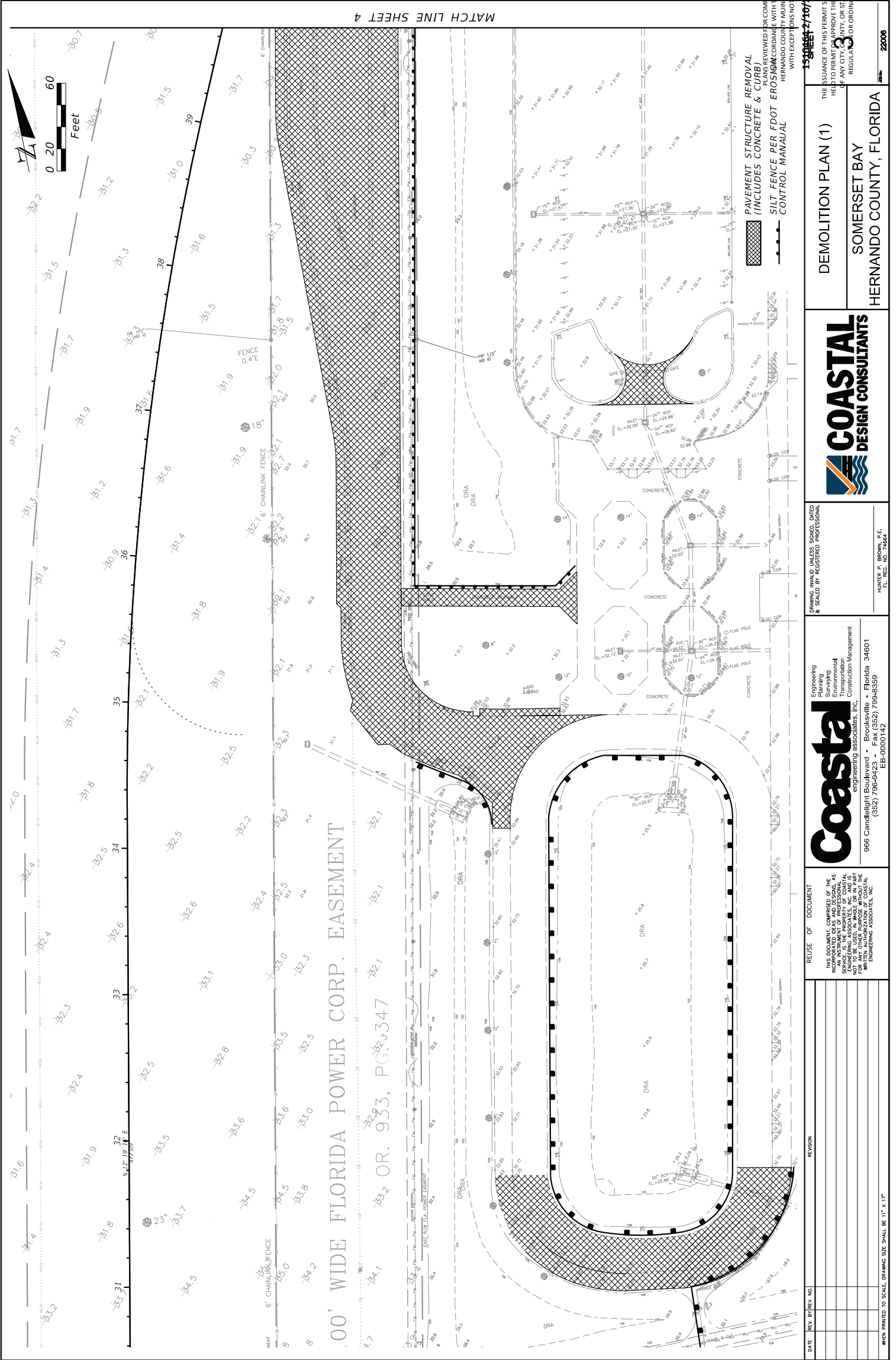
DEWATERING PLAN / NOTES:

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING GUIDELINES WHEN CONSTRUCTION ACTIVITIES REQUIRE DEWATERING:

- DEWATERING ACTIVITIES SHALL BE CONTAINED WITHIN THE PROJECT AREA.
- THE PROPOSED DRAINAGE RETENTION AREAS CAN BE USED AS TEMPORARY SETTLING AREAS FOR DEWATERING ACTIVITIES. THE PROPOSED DRAINAGE RETENTION AREAS SHALL BE CONSTRUCTED TO A SUFFICIENT SIZE AND DEPTH TO RECEIVE WATER FROM THE PROPOSED DRAINAGE AREAS. THE PROPOSED DRAINAGE RETENTION AREA APPROACHES 6-INCHES OF THE PROPOSED FOND-TOP-BANK. DEWATERING ACTIVITIES SHALL STOP UNTIL THE RETENTION VOLUME HAS RECOVERED.
- SHEET PILE WALLS, SLURRY WALLS, OR OTHER MEANS OF LIMITING THE EXTENT OF THE WATER TABLE DIMINUTION, BEYOND THE PROJECT AREA, SHALL BE IMPLEMENTED.
- WATER DISCHARGE FROM SETTLING AREAS SHALL BE CLEAN AND FREE OF ANY SILT. SILT BARRIERS (I.E. SILT FENCE, HAY BALES, ROCK BAGS OR ANY COMBINATION THEREOF) SHALL BE INSTALLED AND MAINTAINED UNTIL ALL DEWATERING ACTIVITIES ARE COMPLETE.
- AT NO TIME SHALL DISCHARGE FROM THE DEWATERING ACTIVITIES BE DIRECTED IN A MANNER THAT WOULD IMPACT AN EXISTING WETLAND, LAKE OR RIVER.
- DEWATERING ACTIVITIES SHALL BE LIMITED TO TIME PERIODS THAT CONSTRUCTION ACTIVITIES REQUIRED DEWATERING. ALL IMPLEMENTED DEWATERING INFRASTRUCTURE, EQUIPMENT, ETC. SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.

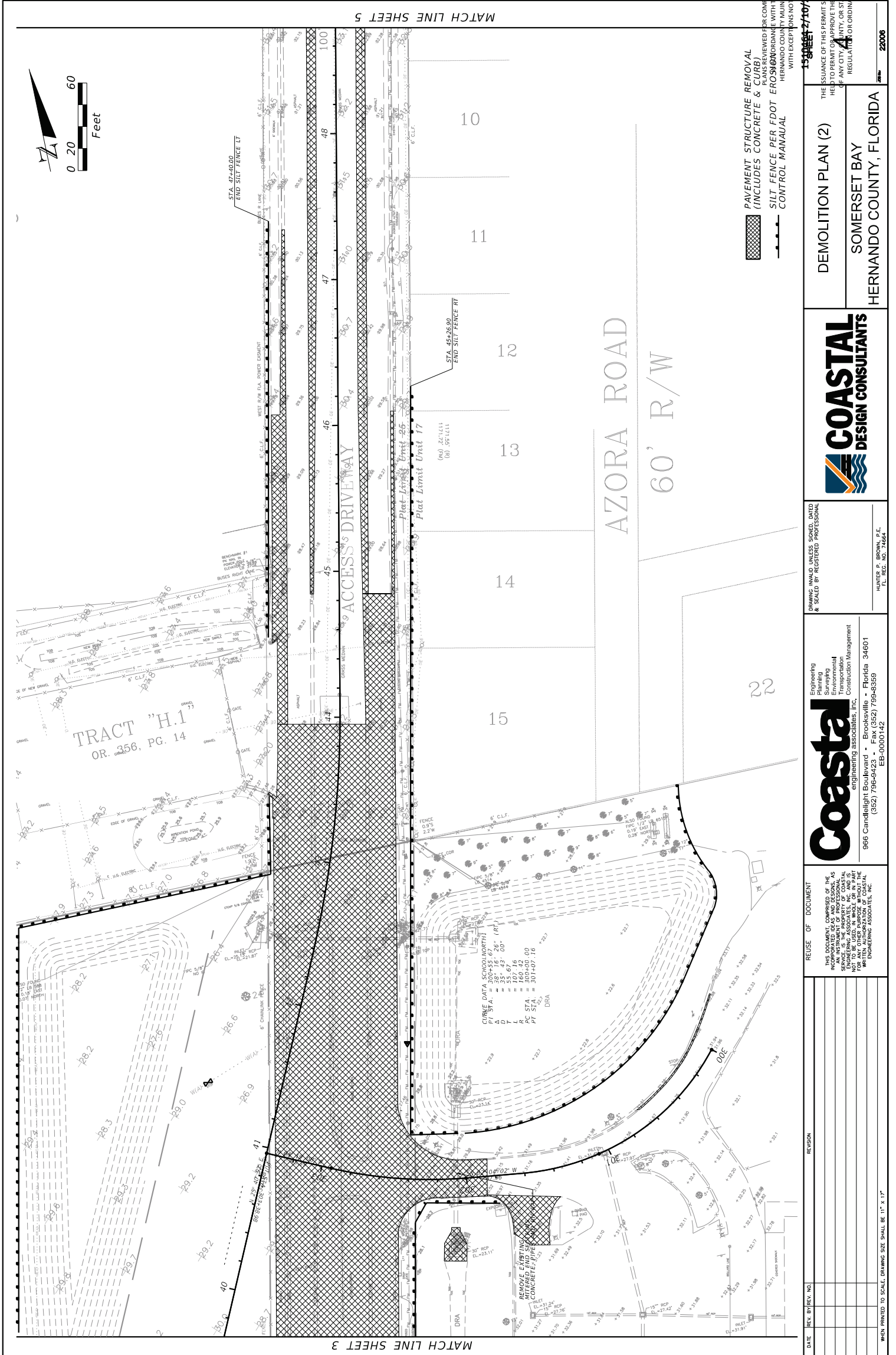
PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERMANDO COUNTY MUNICIDAL WITH EXCEPTIONS NOTED

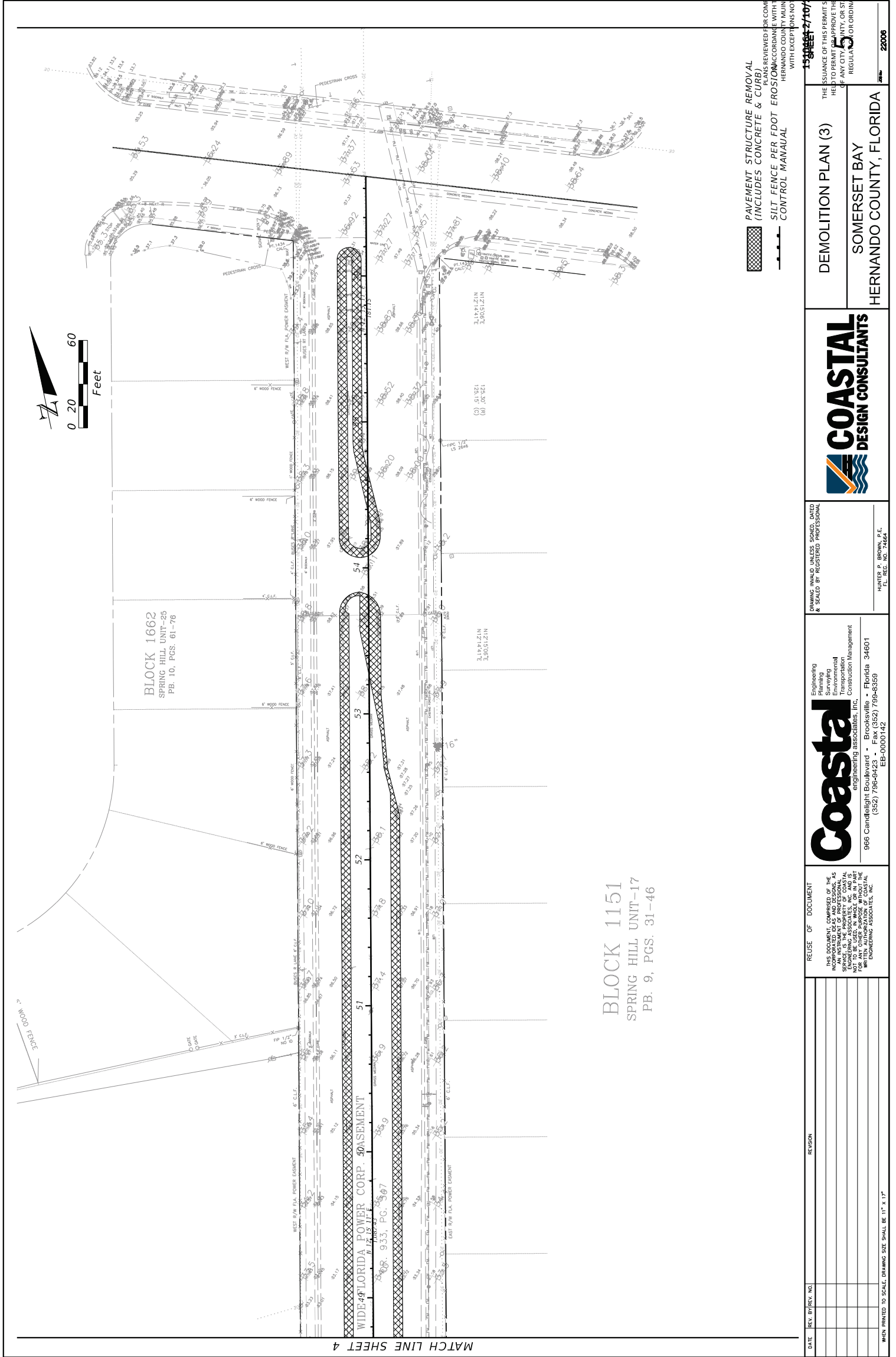
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<p>DEMOLITION PLAN (1)</p> <p>SOMERSET BAY</p> <p>HERNANDO COUNTY, FLORIDA</p>		<p>COASTAL DESIGN CONSULTANTS</p>	<p>DRAWING SHALL UNLESS SCHEDULED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>ENGINEERING Planning Surveying Environmental Construction Management</p> <p>engineering associates, inc. 966 Canallight Boulevard • Brooksville • Florida 34601 (352) 796-9423 • Fax (352) 796-8359 EB-0000142</p>	<p>HAUTER P. BROWN, P.E. FL. REG. NO. 74664</p>
<p>15826/2#65021053</p>				
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PAVEMENT STRUCTURE REMOVAL
(INCLUDES CONCRETE & CURB)
SILT FENCE PER FDOT EROSION CONTROL MANUAL
CONTROL MANUAL

15826/2#65021053
THE ISSUANCE OF THIS PERMIT SHALL NOT BE
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BY THE COUNTY OF THE ACCURACY OR RELIANCE
OF ANY CITY, COUNTY, OR STATE LAW,
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WITH EXCEPTIONS NOTED

DEMOLITION PLAN (3)
SOMERSET BAY
HERNANDO COUNTY, FLORIDA



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22006

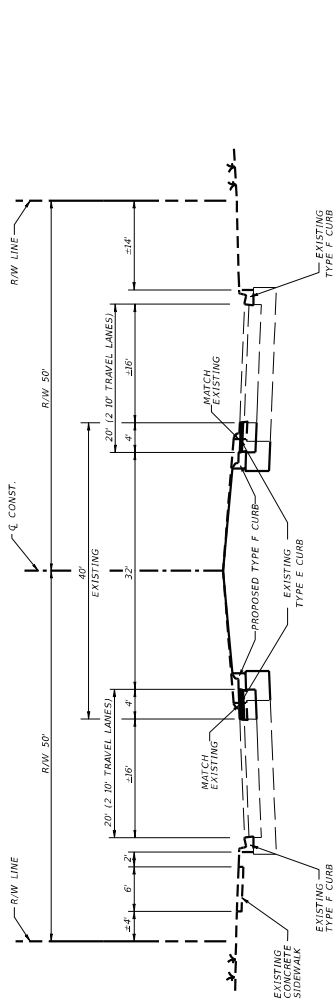
**NEW CONSTRUCTION
(FULL WIDTH PAVEMENT)**

8' LINEROCK OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C I) (2")
AND FRICTION COURSE SP-9.5 (TRAFFIC C I) (1 1/2") (PG. 76-22)

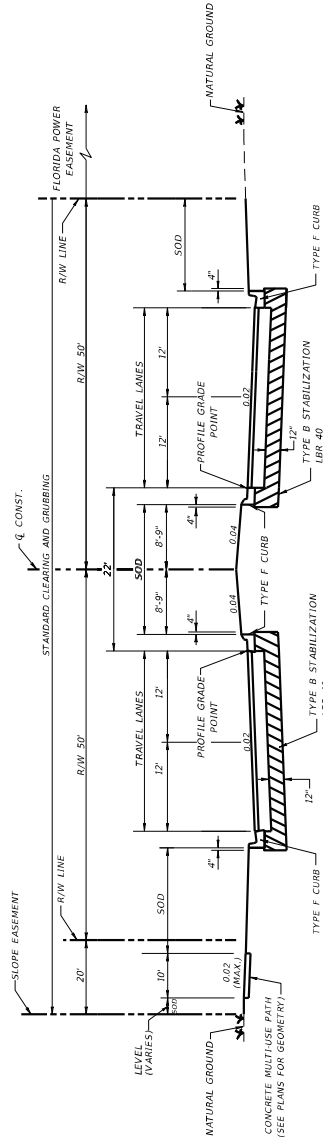
**NEW CONSTRUCTION
(WIDENING)**

8' LINEROCK OR 5' TYPE B-12.5 OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C I) (2")
AND FRICTION COURSE SP-9.5 (TRAFFIC C I) (1 1/2") (PG. 76-22)

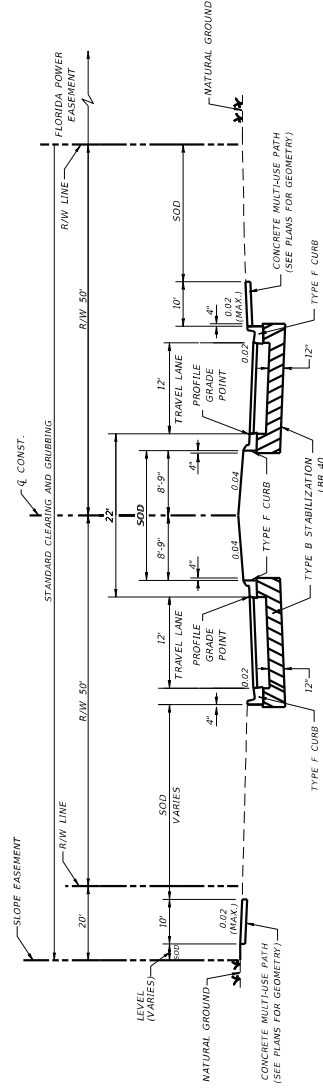
DESIGN SPEED = 45 MPH



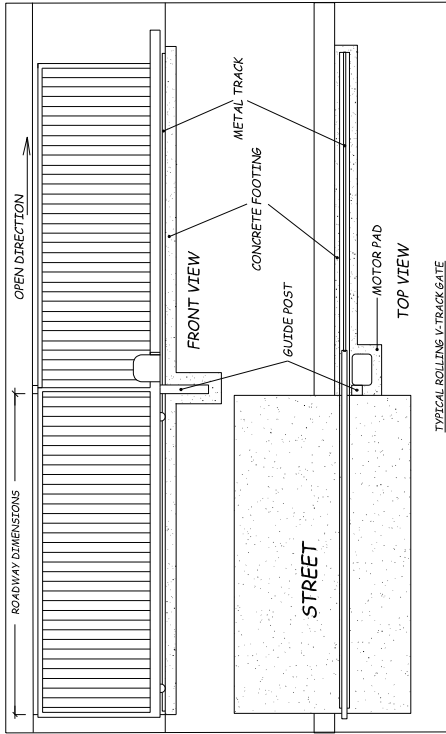
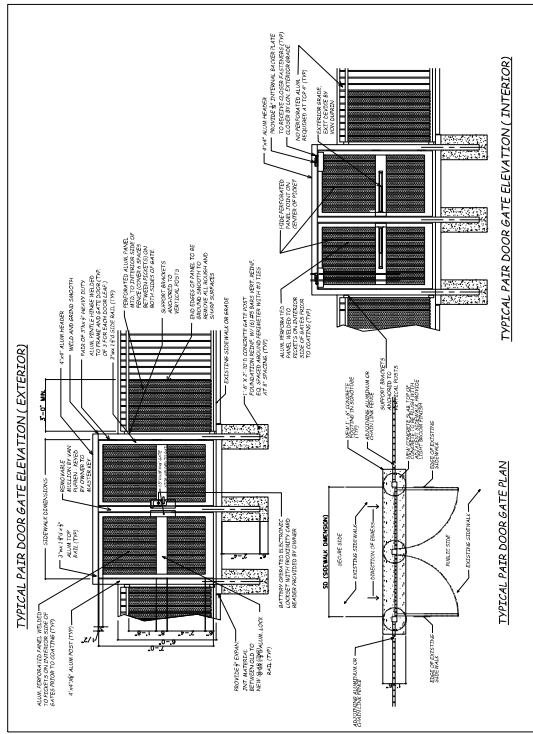
TYPICAL SECTION
STA. 43+88.70 TO STA. 56+11.31



TYPICAL SECTION
STA. 27+50.70 TO STA. 43+12.84

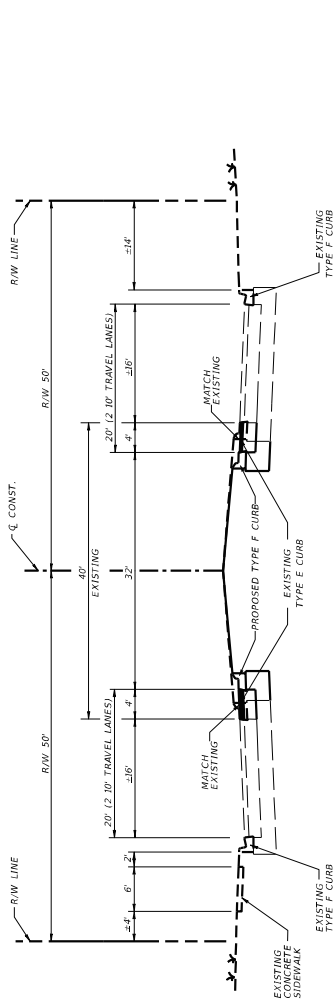


TYPICAL SECTION
STA. 21+18.00 TO STA. 23+50.10

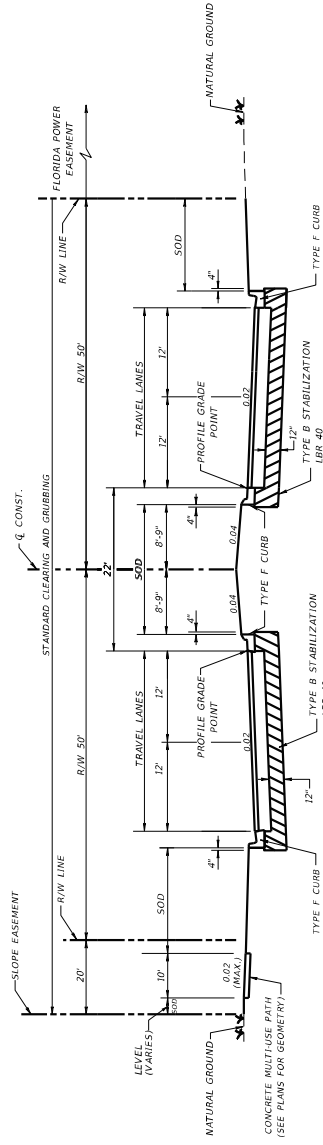


8' LINEROCK OPTIONAL BASE GROUP 6 WITH
TYPE SP-12.5 STRUCTURAL COURSE (TRAFFIC C I) (2")
AND FRICTION COURSE SP-9.5 (TRAFFIC C I) (1 1/2") (PG. 76-22)

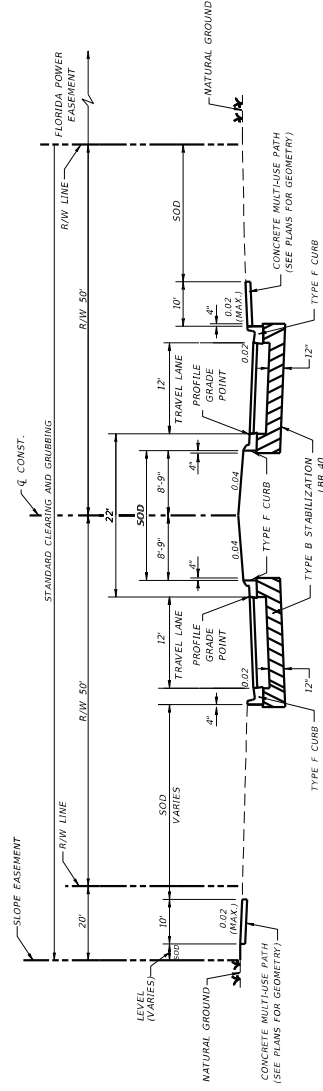
DESIGN SPEED = 45 MPH



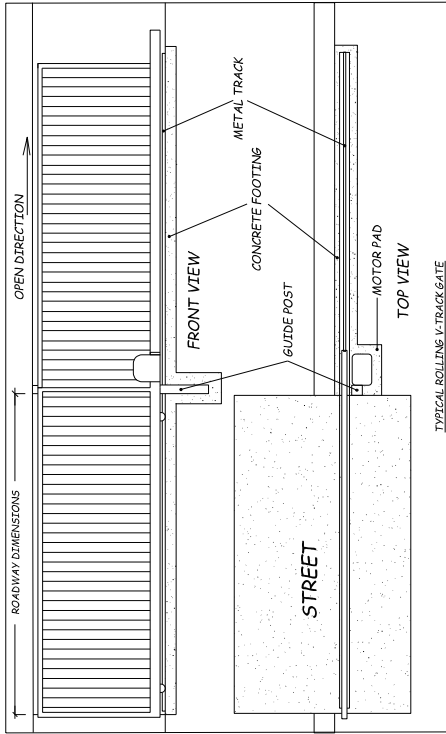
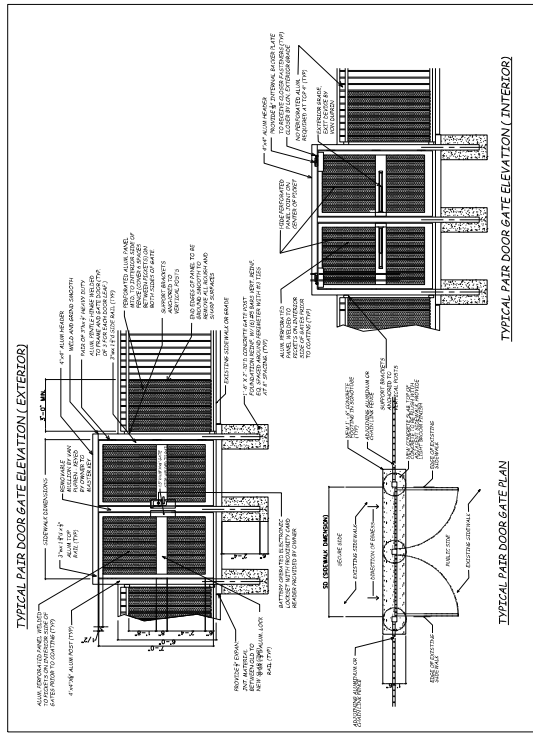
TYPICAL SECTION
STA. 43+88.70 TO STA. 56+11.31



TYPICAL SECTION
STA. 27+50.70 TO STA. 43+12.84



TYPICAL SECTION
STA. 21+18.00 TO STA. 23+50.10



PLANS REVIEWED FOR COMPLIANCE
IN ACCORDANCE WITH THE
HERNANDO COUNTY MUNICIPLE
WITH EXCEPTIONS NOTED

15-000007-0716
THE ESSENCE OF THE PERMIT SHALL NOT BE
CHANGED BY ANY ALTERATIONS
UNLESS APPROVED BY THE
HERNANDO COUNTY ENGINEERING
REGULATORY DEPARTMENT

TYPICAL SECTIONS

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



ENGINEERING
PLANNING
SURVEYING
ENVIRONMENTAL
CONSTRUCTION MANAGEMENT

966 Candlelight Boulevard • Brooksville • Florida 34601
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HUNTER P. BROWN, P.E.
FL. REG. NO. 74664

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REVISION

DATE REV. BY REV. NO.

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 11" x 17"

PROJECT CENTERLINE GEOMETRY

Chain CENTERLINE contains:
100 CUR CENTERLINE 101 CUR CENTERLINE2 CUR CENTERLINE3 102 103
Beginning chain CENTERLINE description
Point 100 N 1,508,922.17 E 477,058.35 Sta 10+00.00
Course from 100 to PC CENTERLINE1 N 24° 29' 31.72" E Dist 1,196.22
Curve CENTERLINE1
P.I. Station 24+48.49 N 1,510,213.02 E 477,646.41
Delta = 12° 10' 52.77" (LT)
Degree = 2° 45' 02.30"
Tangent = 222.27
Length = 442.85
Radius = 2,083.00
External = 118.2
Long Chord = 442.02
Mid. Ord. = 11.76
P.C. Station 21+96.22 N 1,510,010.76 E 477,554.27
P.T. Station 1,510,430.18 E 477,693.80
C.C. 26+39.08 N 1,510,874.30 E 475,658.70
Back = N 24° 29' 31.72" E
Ahead = N 12° 18' 38.94" E
Chord Bear = N 18° 24' 05.33" E
Course from PT CENTERLINE1 to 101 N 12° 18' 38.94" E Dist 313.92
Point 101 N 1,510,736.88 E 477,760.74 Sta 29+53.00
Course from 101 to PC CENTERLINE2 N 12° 19' 16.46" E Dist 477.09
Curve CENTERLINE2
P.I. Station 36+74.04 N 1,511,441.31 E 477,914.60
Delta = 13° 21' 35.29" (RT)
Degree = 2° 45' 02.30"
Tangent = 243.96
Length = 485.70
Radius = 2,083.00
External = 14.24
Long Chord = 484.60
Mid. Ord. = 14.14
P.C. Station 34+30.09 N 1,511,202.98 E 477,862.54
P.T. Station 39+45.78 N 1,511,661.17 E 478,020.32
C.C. 44+04.57 N 1,510,758.48 E 479,897.57
Back = N 12° 19' 16.46" E
Ahead = N 25° 40' 51.75" E
Chord Bear = N 19° 00' 04.10" E
Course from PT CENTERLINE2 to PC CENTERLINE3 N 25° 40' 51.75" E Dist 320.98
Curve CENTERLINE3
P.I. Station 43+21.05 N 1,512,026.41 E 478,195.95
Delta = 13° 25' 41.03" (LT)
Degree = 8° 00' 07.93"
Tangent = 84.29
Length = 197.60
Radius = 716.00
External = 4.84
Long Chord = 187.42
Mid. Ord. = 4.91
P.C. Station 42+36.76 N 1,511,950.44 E 478,159.42
P.T. Station 44+04.57 N 1,512,108.78 E 478,213.84
C.C. 44+04.57 N 1,512,260.73 E 477,154.15
Back = N 25° 40' 51.75" E
Ahead = N 12° 15' 10.72" E
Chord Bear = N 18° 58' 01.24" E
Course from PT CENTERLINE3 to 102 N 12° 15' 10.72" E Dist 1,082.43
Point 102 N 1,513,166.55 E 478,443.56 Sta 54+87.00

PROJECT CENTERLINE GEOMETRY CONTINUED

Chain CENTERLINE contains:
102 N 12° 15' 10.72" E Dist 181.15
Point 103 N 1,513,343.57 E 478,482.01 Sta 56+68.15
Ending chain CENTERLINE description
Point 600 N 1,510,401.71 E 478,158.68 Sta 10+00.00
Course from 600 to 601 N 77° 41' 31.06" W Dist 458.13
Point 601 N 1,510,509.39 E 477,711.09 Sta 14+58.13
Ending chain SCHOOL SOUTH description

SCHOOL SOUTH ENTRANCE CENTERLINE GEOMETRY

Chain SCHOOL SOUTH contains:
600 601
Beginning chain SCHOOL SOUTH description
Point 600 N 1,510,401.71 E 478,158.68 Sta 10+00.00
Course from 600 to 601 N 77° 41' 31.06" W Dist 458.13
Point 601 N 1,510,509.39 E 477,711.09 Sta 14+58.13
Ending chain SCHOOL SOUTH description

SCHOOL NORTH ENTRANCE CENTERLINE GEOMETRY

Chain SCHOOL NORTH contains:
CUR SCHOOLNORTH CUR SCHOOLNORTH2 CUR SCHOOLNORTH3 403
Beginning chain SCHOOLNORTH description
Curve SCHOOLNORTH
P.I. Station 309+45.67 N 1,511,784.04 E 478,375.45
Delta = 38° 18' 26.07" (RT)
Degree = 35° 42' 39.58"
Tangent = 35.67
Length = 107.16
Radius = 169.42
External = 9.38
Long Chord = 103.16
Mid. Ord. = 8.87
P.C. Station 300+00.00 N 1,511,826.24 E 478,401.75
P.T. Station 301+07.16 N 1,511,773.39 E 478,320.81
C.C. 1,511,930.85 E 478,290.13
Back = S 40° 41' 54.40" W
Ahead = S 78° 58' 20.47" W
Chord Bear = S 59° 50' 07.43" W
Curve SCHOOLNORTH2
P.I. Station 301+35.09 N 1,511,768.05 E 478,293.40
Delta = 18° 57' 37.04" (RT)
Degree = 34° 15' 15.26"
Tangent = 27.93
Length = 55.35
Radius = 167.27
External = 2.32
Long Chord = 55.10
Mid. Ord. = 2.28
P.C. Station 301+07.16 N 1,511,773.39 E 478,320.81
P.T. Station 301+62.51 N 1,511,771.90 E 478,265.74
C.C. 1,511,937.57 E 478,288.82
Back = S 78° 58' 20.47" W
Ahead = N 82° 04' 02.49" W
Chord Bear = S 88° 27' 08.99" W
Course from PT SCHOOLNORTH2 to PC SCHOOLNORTH3 N 82° 04' 02.49" W Dist 37.96
Curve SCHOOLNORTH3
P.I. Station 302+47.41 N 1,511,783.62 E 478,181.65
Delta = 17° 44' 54.24" (RT)
Degree = 19° 03' 33.72"
Tangent = 46.94
Length = 93.12
Radius = 300.62
External = 3.64
Long Chord = 92.75
Mid. Ord. = 3.60
P.C. Station 302+00.47 N 1,511,777.14 E 478,228.14
P.T. Station 302+83.60 N 1,511,803.96 E 478,139.35
C.C. 1,512,074.88 E 478,269.62
Back = N 82° 04' 02.49" W
Ahead = N 64° 19' 08.23" W
Chord Bear = N 73° 11' 35.37" W
Course from PT SCHOOLNORTH3 to 403 N 64° 19' 08.23" W Dist 43.39
Point 403 N 1,511,823.63 E 478,098.44 Sta 303+38.98
Ending chain SCHOOLNORTH description

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PROJECT GEOMETRY
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA

PLANS REVIEWED FOR COMPLIANCE WITH THE ESSENTIAL ELEMENTS OF THE HERNANDO COUNTY MAINTENANCE AND CONSTRUCTION REGULATORY ORDINANCE
PROJECT 27-10716
DATE 2005

P A Y I T E M N O T E S

SUMMARY OF ROADWAY QUANTITIES		
BID ITEM NO.	DESCRIPTION	QUANTITY
101-1	MOBILIZATION	LS
102-1	MAINTENANCE OF TRAFFIC	LS
104-10-3	SEDIMENT BARRIER (SILT FENCE)	LF
110-1-1	CLEARING & GRUBBING	LS
120-1	REGULAR EXCAVATION	CY
120-6	EMBANKMENT	CY
160-4	TYPE B STABILIZATION	SY
285-706	OPTIONAL BASE, BASE GROUP 06 (8" LIMEROCK LBR 100)	SY
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, (SP-12.5) PG 76-22, PMA (1 1/2")	TN
334-1-23	SUPERPAVE ASPH CONC, TRAFFIC C, (SP-9.5) PG 76-22, PMA (1")	TN
520-1-7	CONCRETE CURB & GUTTER TYPE E	LF
520-1-10	CONCRETE CURB & GUTTER TYPE F	LF
570-1-2	PERFORMANCE TURF (SOD) (BAH/A)	SY
706-1-1	RAISED PAVEMENT MARKER	EA
711 II-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE AND CROSSWALK	LF
711 15-201	THERMOPLASTIC, STANDARD-OPEN GRADED ASPHALT SURFACES, YELLOW, SOLID, 6"	GM

102-1 MAINTENANCE OF TRAFFIC LUMP SUM PAYMENT INCLUDES BUT IS NOT LIMITED TO ALL ITEMS NECESSARY TO MAINTAIN PROPER TRAFFIC CONTROL FROM NOTICE TO PROCEED UNTIL PROJECT ACCEPTANCE. THE ITEMS LISTED BELOW SHALL BE INCLUDED IN ITEM 102-1

- PERMANENT PAVEMENT MARKINGS AND RPM REMOVAL
- TRAFFIC CONTROL SIGNING
- TEMPORARY PAVEMENT (2" TYPE 5)
- TEMPORARY STRIPING AND RPMs INSTALLATION AND REMOVAL
- TEMPORARY CURB
- TEMPORARY BARRIERS WITH LIGHTS
- TEMPORARY FILL (EMBANKMENT)
- MAINTENANCE OF SIGNALIZED INTERSECTIONS
- UNIFORMED OFF-DUTY LAW ENFORCEMENT (AS REQUIRED)
- FLAGMEN AND PADDLES
- WARNING LIGHTS AND LIGHTING DEVICES
- DELIMITATORS
- CONES

110-1-1 CONSISTS OF COMPLETE REMOVAL AND DISPOSAL OF ALL VEGETATION, DEBRIS, DRAINAGE STRUCTURES, FLEXIBLE PAVEMENT, SIDEWALKS, CURBS, BUILDINGS OR ANY OTHER OBSTRUCTIONS IN ALL AREAS WHERE EXCAVATION IS TO BE DONE, OR WHERE EMBANKMENTS OR STRUCTURES WILL BE CONSTRUCTED. THIS INCLUDES ROADWAY AREA, DITCH AREA, BORROW AND MATERIAL PITS, AND AREAS WHERE CULVERTS OR PIPE LINES WILL BE CONSTRUCTED. COMPLETE REMOVAL AND DISPOSAL OF ASPHALT ROADWAY PAVEMENT, CONCRETE PAVEMENT, CONCRETE WALLS AS REQUIRED, TO RECONSTRUCT THE DRIVEWAY, ROADWAYS, OR OTHER MISCELLANEOUS ASPHALT PAVEMENT. SHALL ALSO INCLUDE ALL NECESSARY SAW CUTS AND PAVEMENT ABUTMENTS TO RECONSTRUCT THE DRIVEWAY, ROADWAY, OR OTHER MISCELLANEOUS PAVEMENT. INCLUDES REMOVAL OF EXISTING STRIPING WHERE NECESSARY.

425-1-541 SHALL INCLUDE THE COST OF CONCRETE APRON / WING.

430-524-100 SHALL INCLUDE FURNISHING AND INSTALLING OF THE REINFORCING STEEL.

570-1-2 SHALL INCLUDE FURNISHING AND INSTALLING OF THE SOD, FERTILIZER, AND WATER AS DESCRIBED IN THE CONTRACT PLANS.

DESCRIPTION	SUMMARY OF EARTHWORK	
	P CU. YD.	E CU. YD.
ROADWAY EXCAVATION		
POND EXCAVATION		
ROADWAY EMBANKMENT		
POND EMBANKMENT		
TOTAL EMBANKMENT		
TOTAL EXCAVATION		
BORROW		0

PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERNANDO COUNTY MUNICIPAL REGULATION 8.00 OR ORDINANCE WITH EXCEPTIONS NOTED

15-000007-10776



SUMMARY OF QUANTITIES
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA

DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL

HUNTER P. BREWAL, P.E.
FL. REG. NO. 74664

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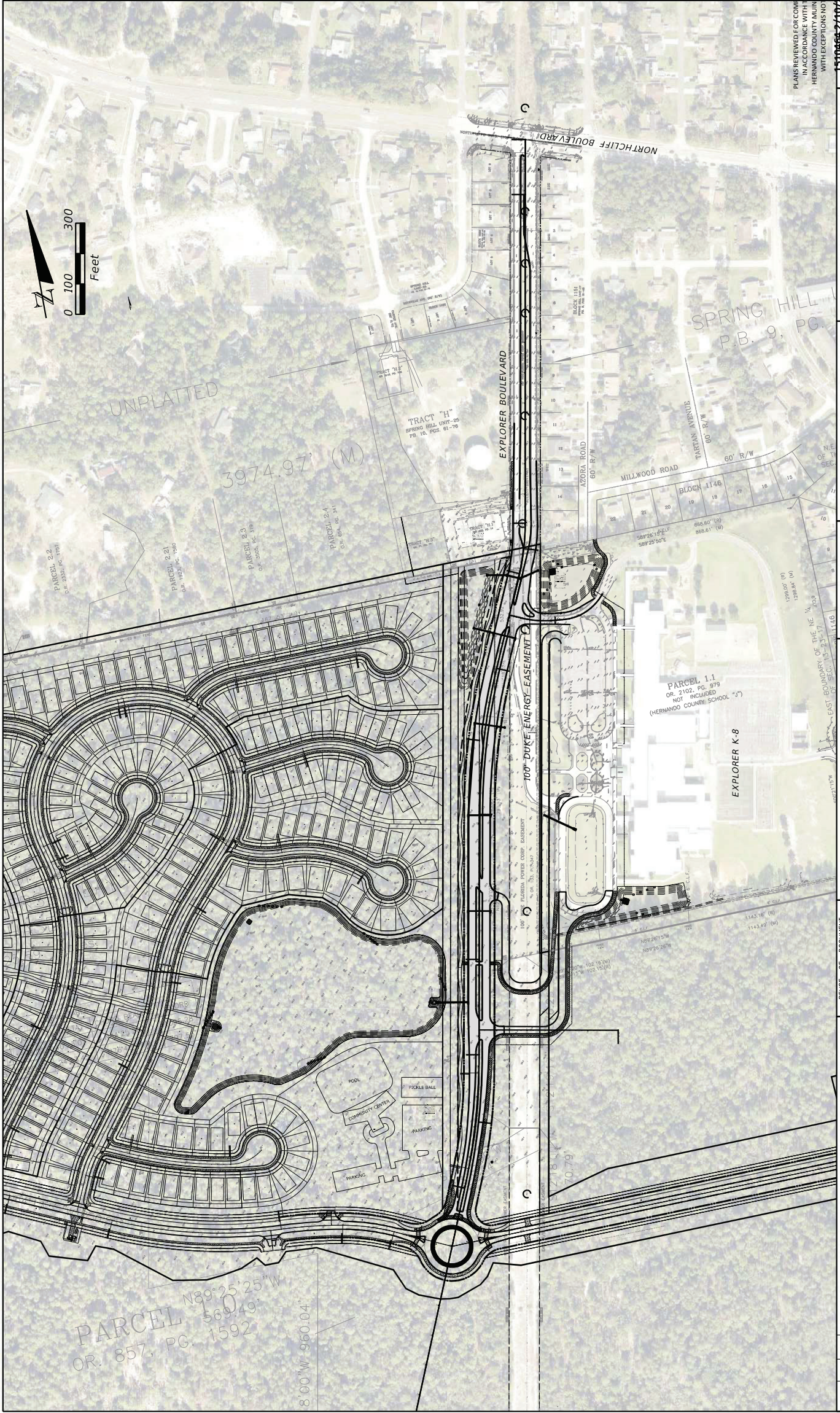
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PLANS REVIEWED FOR COMPLIANCE
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OVERALL SITE PLAN

SOMERSET BAY
 HERNANDO COUNTY, FLORIDA



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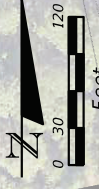
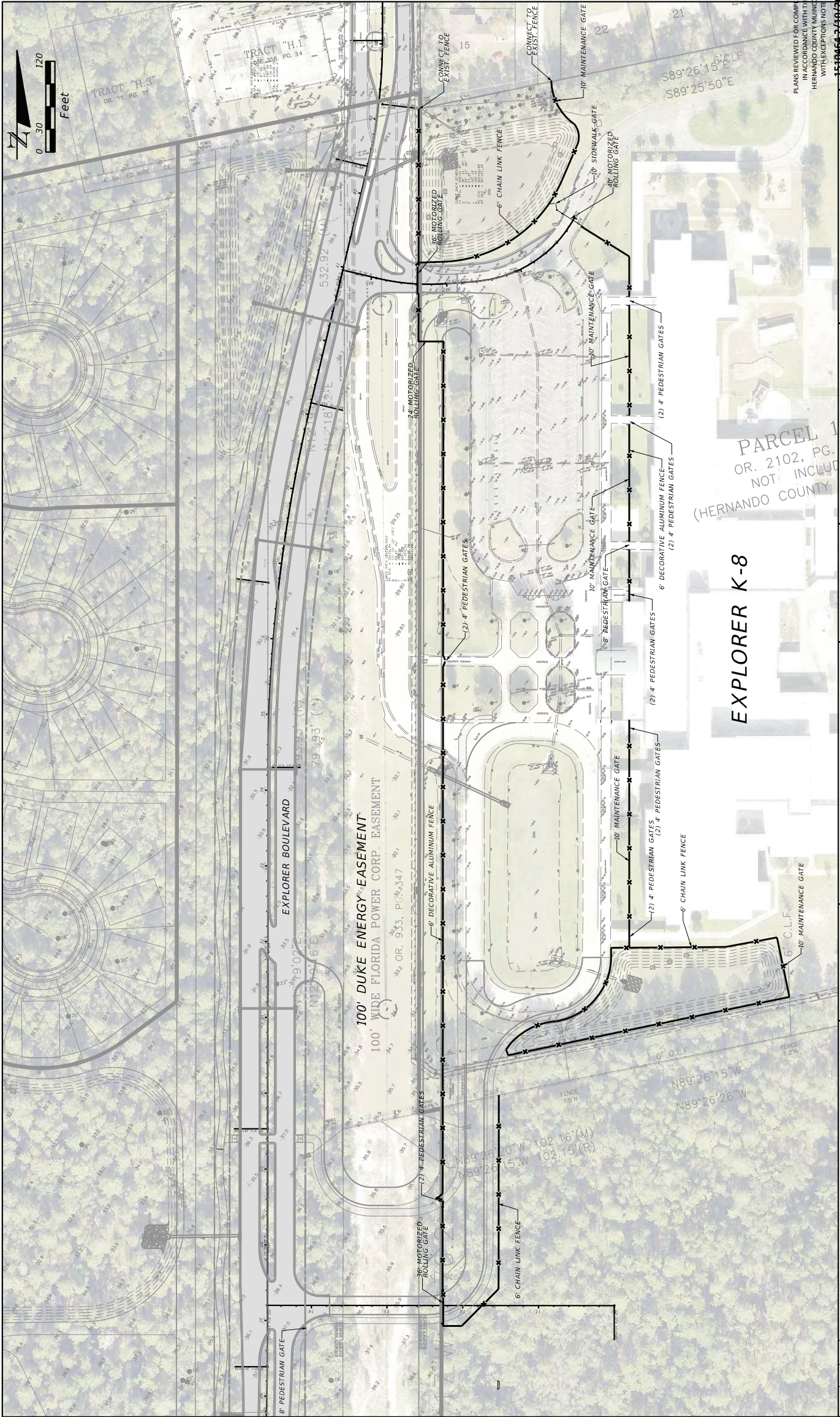
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PLANS REVIEWED FOR COMPLIANCE
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1519961746745
8/18/20

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OVERALL FENCE PLAN
SOMERSET BAY
HERNANDO COUNTY, FLORIDA



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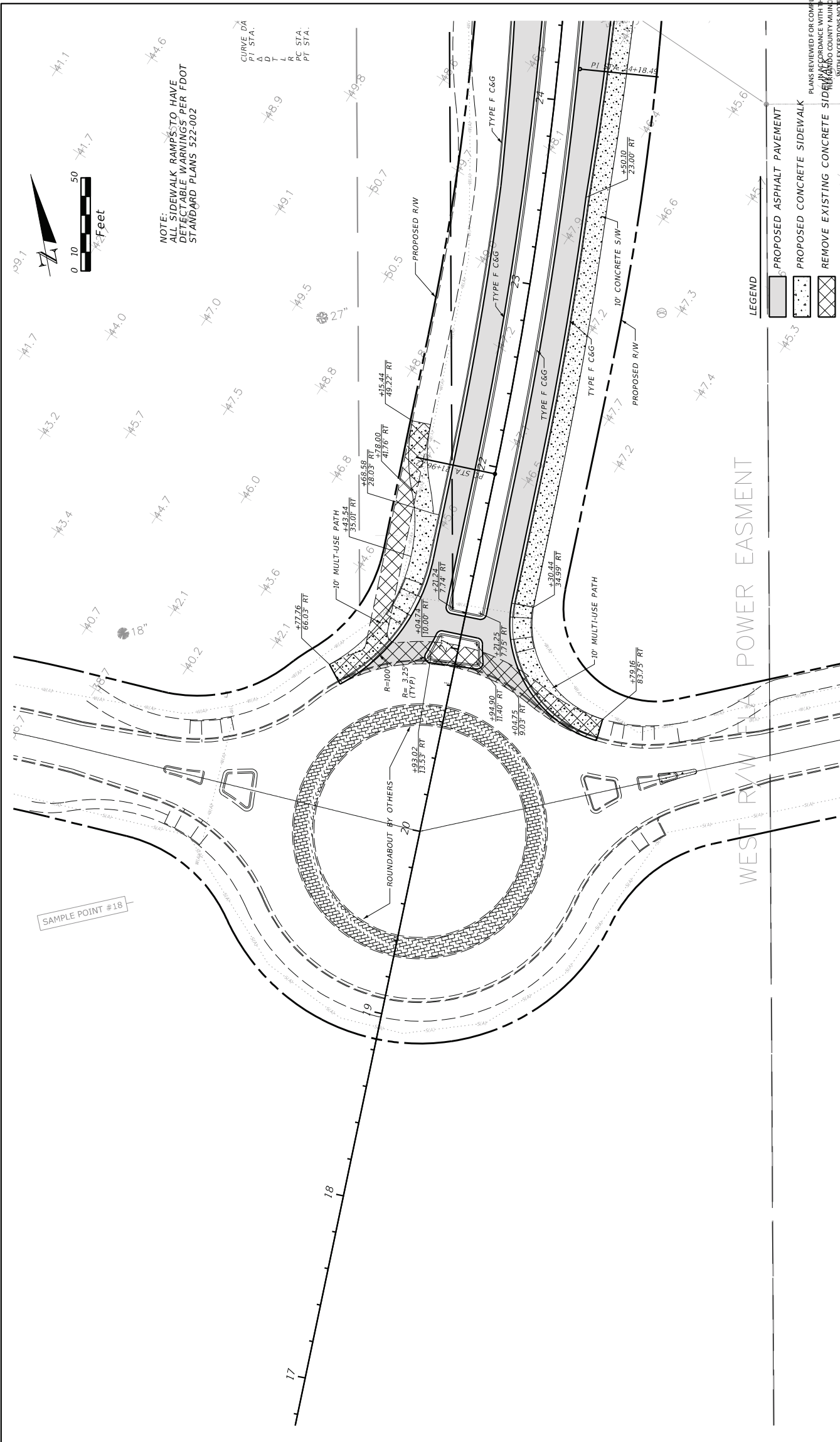
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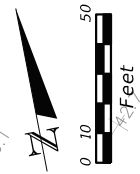
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PARCEL 1
OR. 2102, PG.
NOT INCLUDED
(HERNANDO COUNTY)

EXPLORER K-8



NOTE:
ALL SIDEWALK RAMPS TO HAVE
DETECTABLE WARNINGS PER FDOT
STANDARD PLANS 522-002



CURVE DATA
A. P.I. STA.
B. D.
C. T.
E. PC STA.
F. PT STA.

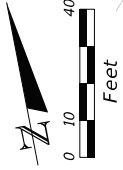
SAMPLE POINT #18

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE SIDEWALK
- REMOVE EXISTING CONCRETE SIDEWALK

PLANS REVIEWED FOR COMPLIANCE
IN ACCORDANCE WITH THE
HERNANDO COUNTY MUNICIPAL
ORDINANCE WITH EXCEPTIONS NOTED

<p>DATE</p> <p>REV. BY</p> <p>REV. NO.</p>	<p>REVISION</p>	<p>REUSE OF DOCUMENT</p> <p>THIS DOCUMENT, COMPOSED OF THE PLANS AND SPECIFICATIONS, IS AN INSTRUMENT OF PROFESSIONAL SERVICE PROVIDED BY COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR PART THEREOF IN ANY MANNER WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.</p>	<p>Engineering Planning Surveying Environmental Construction Management</p> <p>Coastal ENGINEERING ASSOCIATES, INC. 966 Candlelight Boulevard • Brooksville • Florida 34601 (352) 796-9423 • Fax (352) 796-8359 EB-0000142</p>	<p>DRAWING INVALID UNLESS SIGNED, DATED & SEALED BY REGISTERED PROFESSIONAL</p> <p>HUNTER P. BROWN, P.E. FL. REG. NO. 74664</p>	<p>15 SHEET 27/0776</p> <p>PLAN SHEET (1)</p> <p>EXPLORER BOULEVARD HERNANDO COUNTY, FLORIDA</p>
--	-----------------	--	---	---	--



CURVE DATA (CENTERLINE)
 PI STA. = 24+18.49
 Δ = 12° 10' 53" (LT)
 D = 2° 45' 02"
 T = 222.27
 L = 442.85
 PC STA. = 21+96.22
 PT STA. = 26+39.08

NOTE:
 ALL SIDEWALK RAMPS TO HAVE
 DETECTABLE WARNINGS PER FDOT
 STANDARD PLANS 522-002

SEE SHEETS 24-27
 FOR SCHOOL
 PROPERTY PLANS

FOR REVIEW OR COMPLIANCE
 IN ACCORDANCE WITH THE
 HERNANDO COUNTY MUNICIPAL
 CODE WITH EXCEPTIONS NOTED

15 SHEET 27/0776

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 OF THE PROJECT OR THE FITNESS OF THE
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 PARTICULAR USE OR PURPOSE.
 REGULATION 27-0776

PLAN SHEET (2)
 EXPLORER BOULEVARD
 HERNANDO COUNTY, FLORIDA



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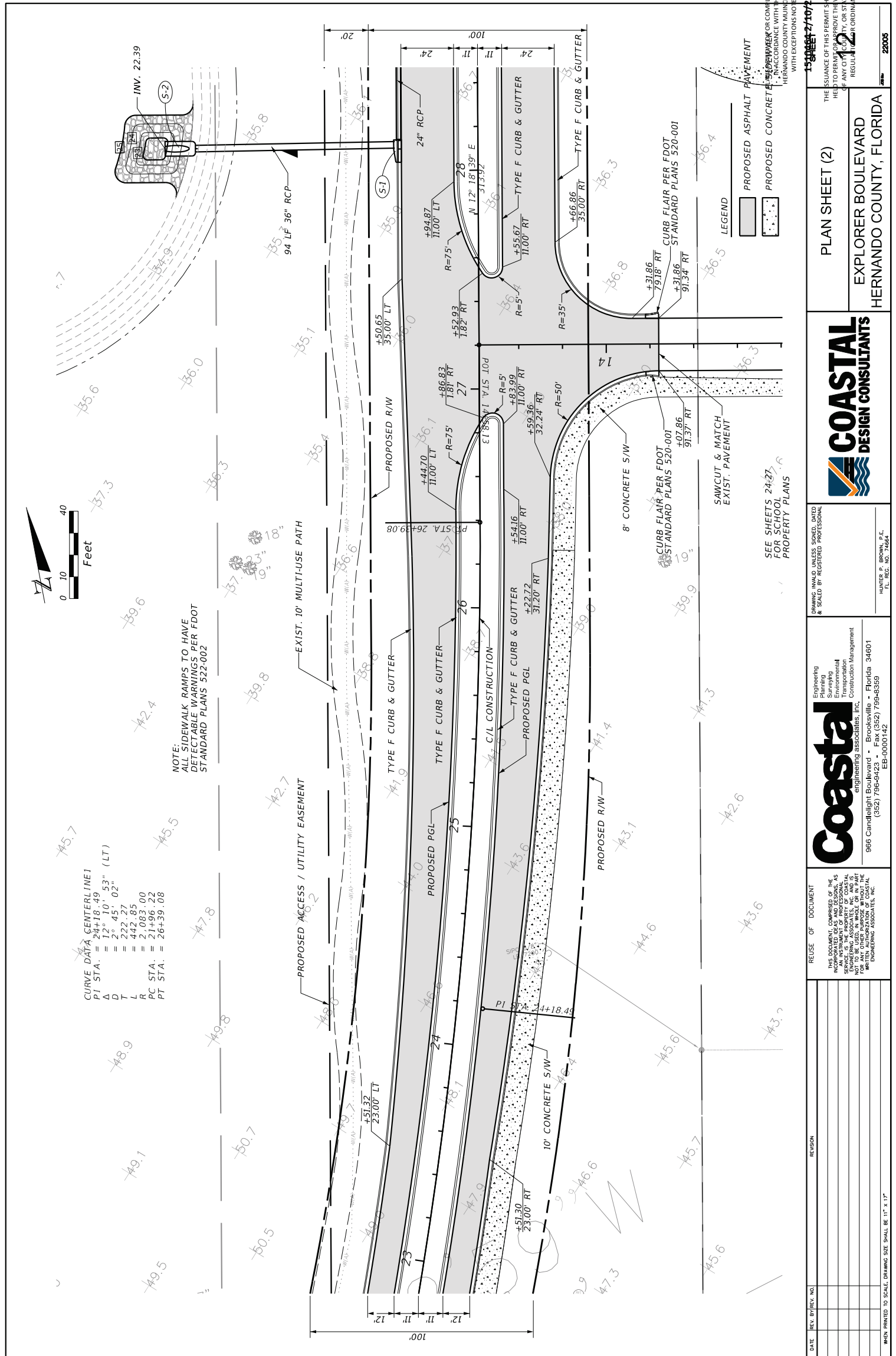
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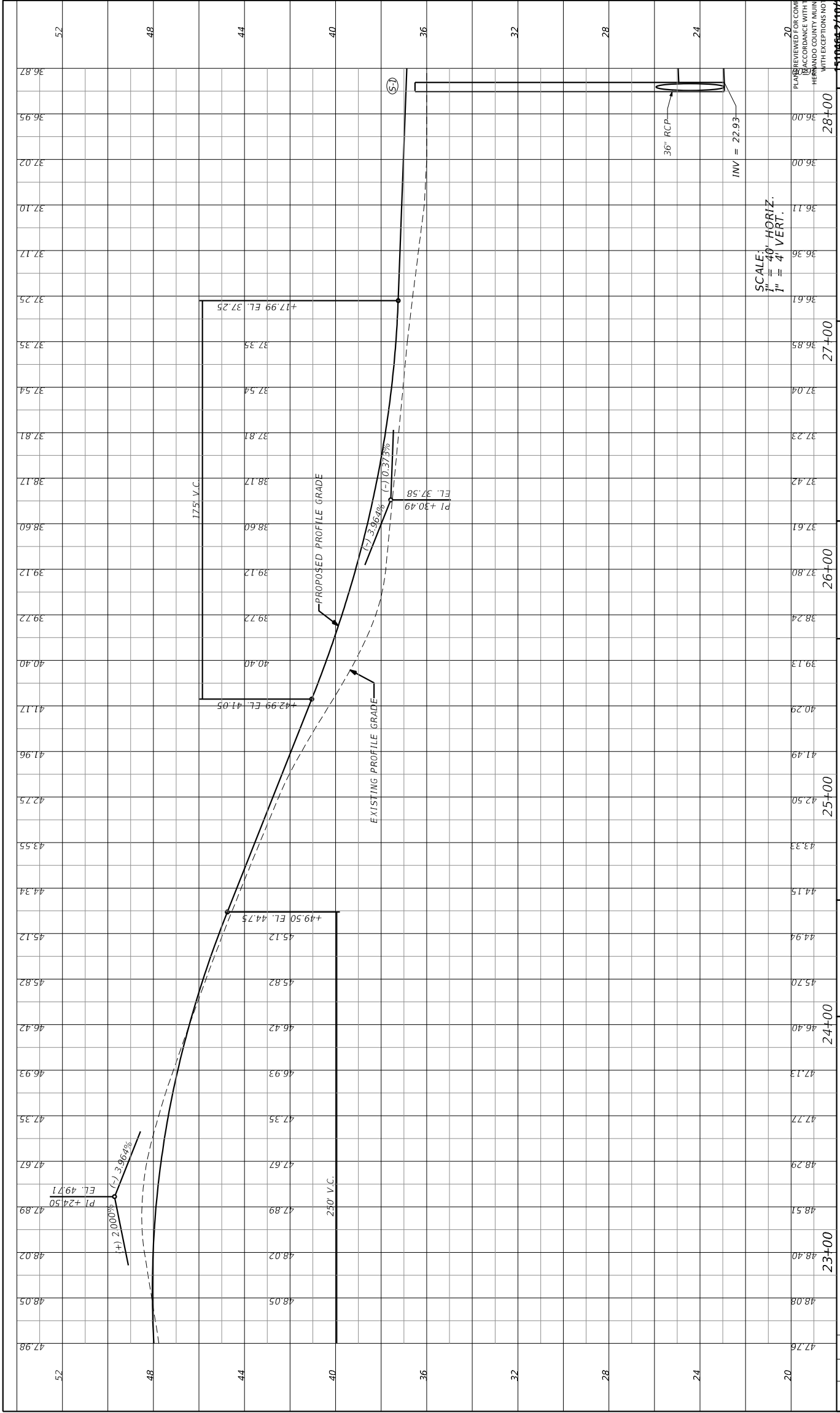
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PROFILE SHEET (2)
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA

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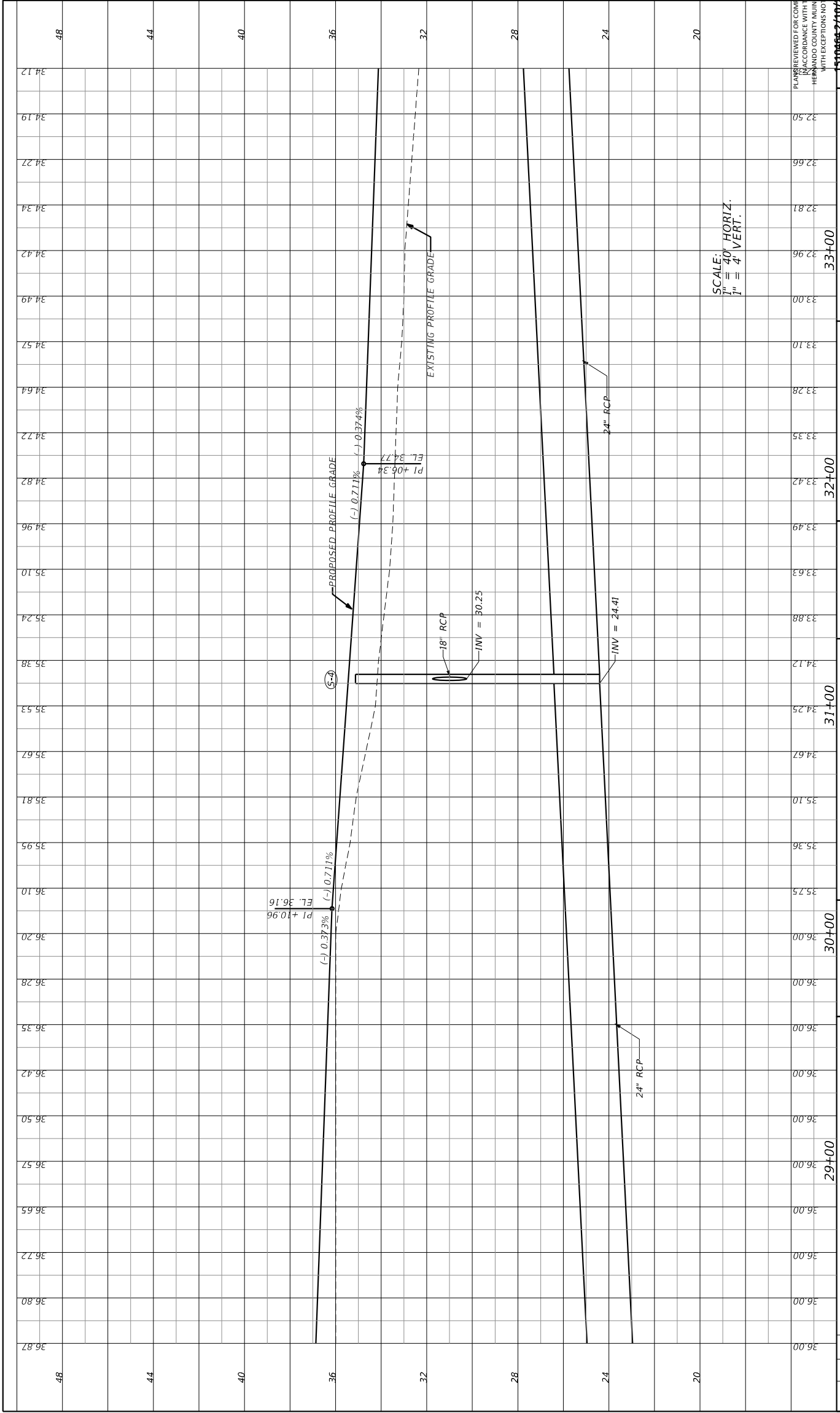
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PLANS REVIEWED FOR COMPLIANCE
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 WITH EXCEPTIONS NOTED

15826/2#65021053

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SCALE: 1" = 40' HORIZ.
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WITH EXCEPTIONS NOTED

15 SHEET 27/0776

PROFILE SHEET (3)

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



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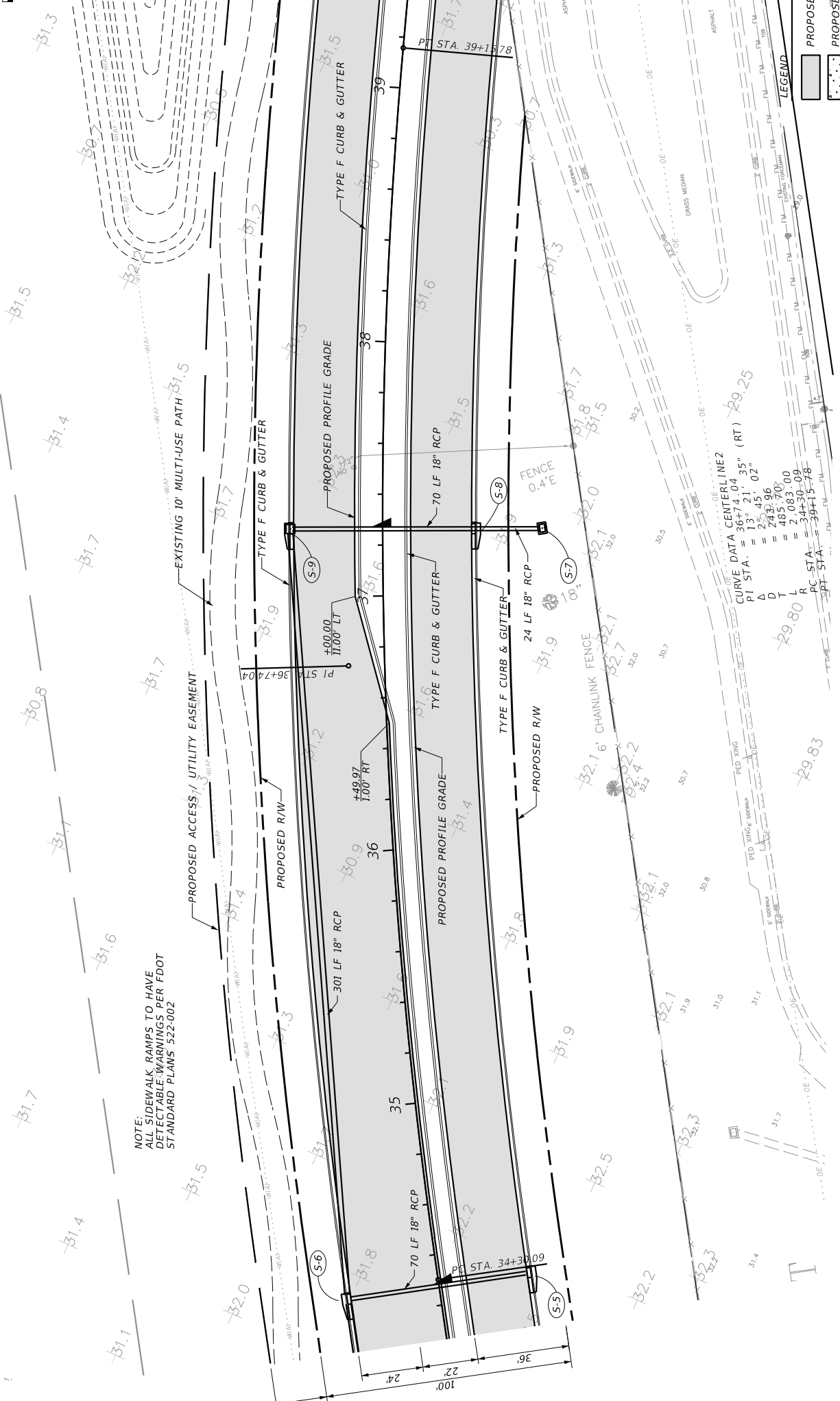
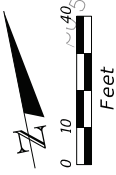
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22005



NOTE:
ALL SIDEWALK RAMPS TO HAVE
DETECTABLE WARNINGS PER FDOT
STANDARD PLANS 522-002

PROPOSED ASPHALT PAVEMENT
PLANS REVIEWED FOR COMPLIANCE
WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
DESIGN MANUAL

PROPOSED CONCRETE
PLANS REVIEWED FOR COMPLIANCE
WITH THE FLORIDA DEPARTMENT OF
TRANSPORTATION AND HIGHWAYS
DESIGN MANUAL

WITH EXCEPTIONS NOTED

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REGULATORY COMPLIANCE

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PLAN SHEET (4)

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



ENGINEERING
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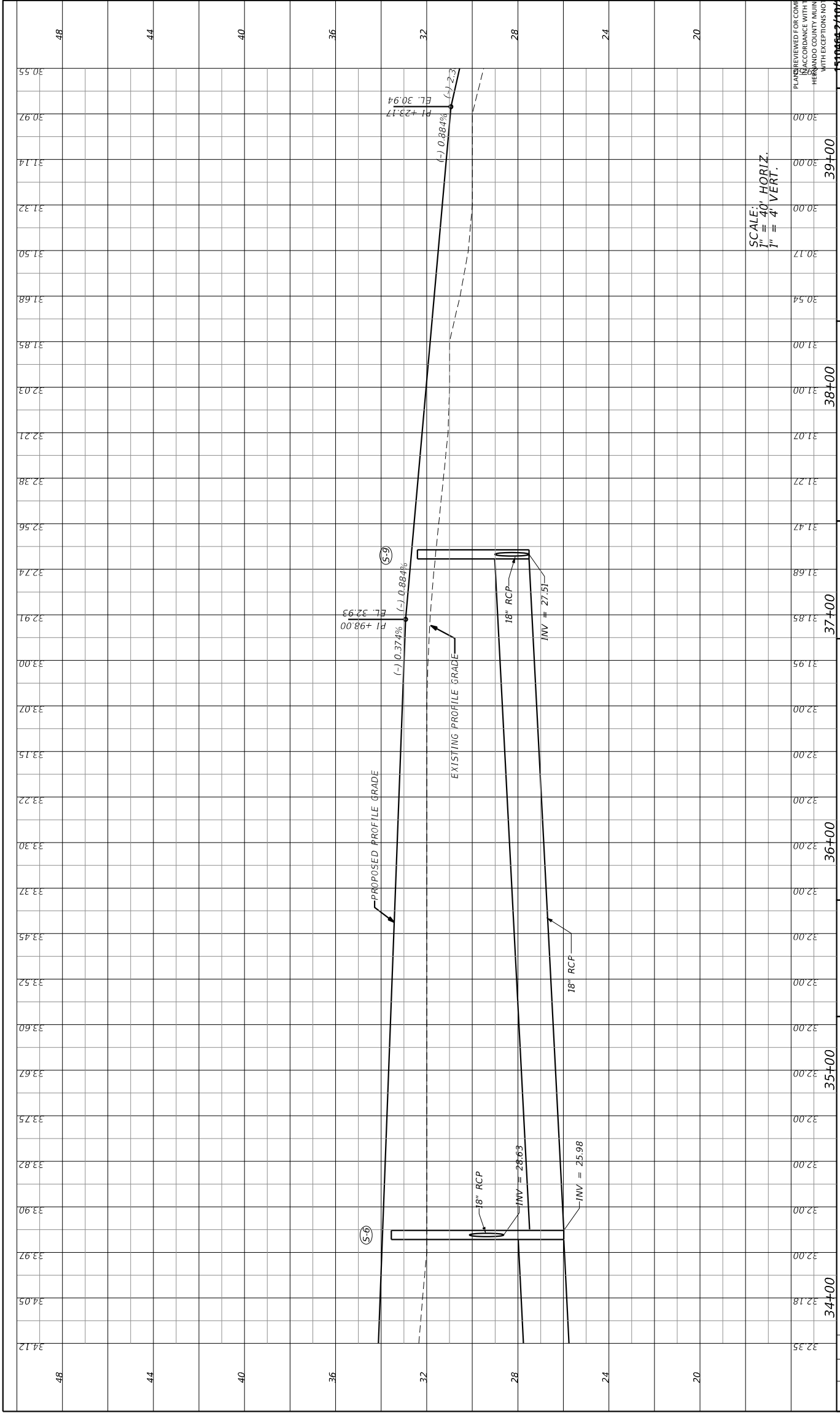
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COASTAL DESIGN CONSULTANTS

PROF. P. BROWN, P.E.
FL. REG. NO. 7464

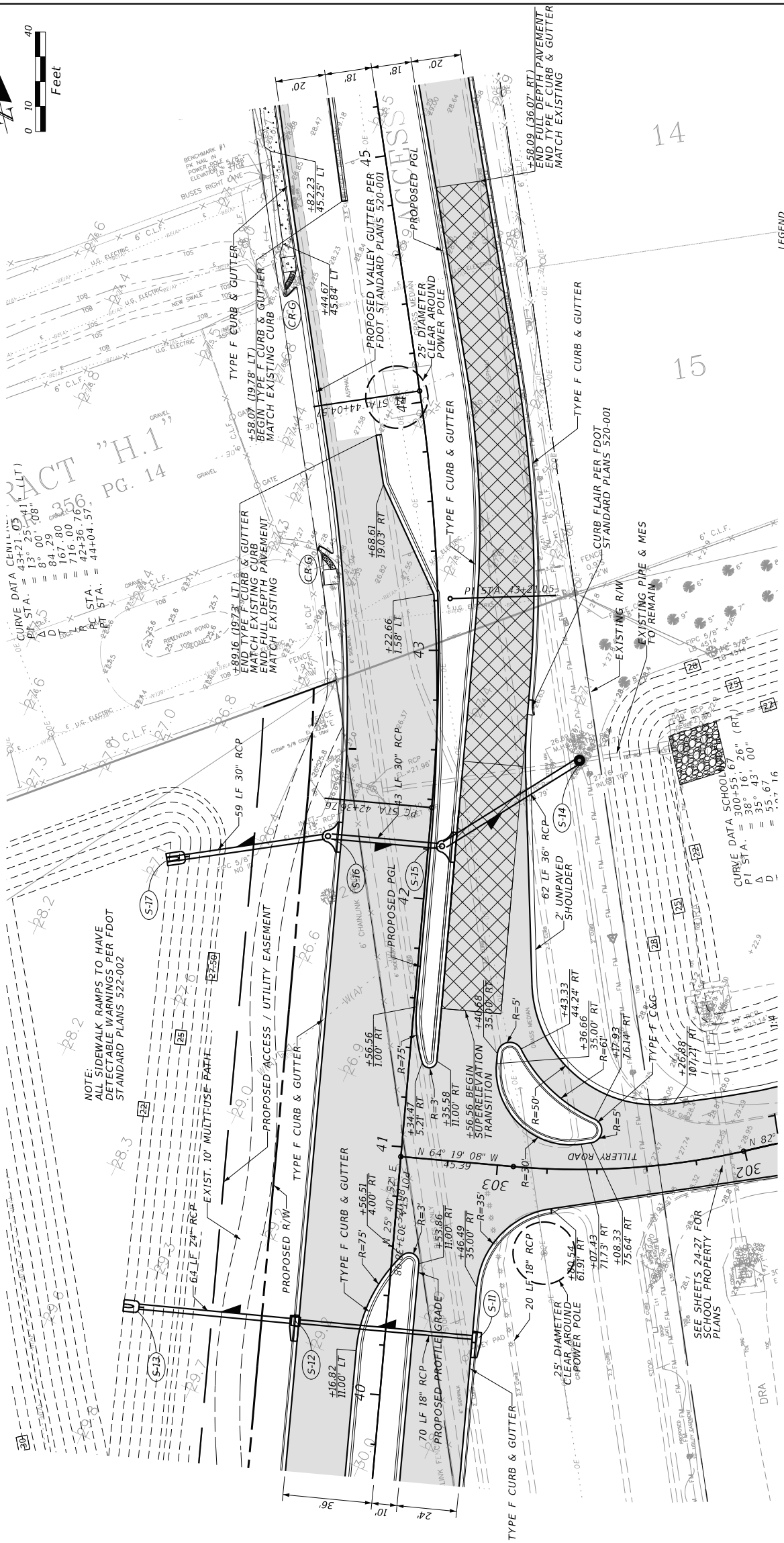
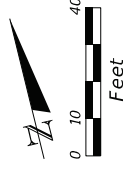
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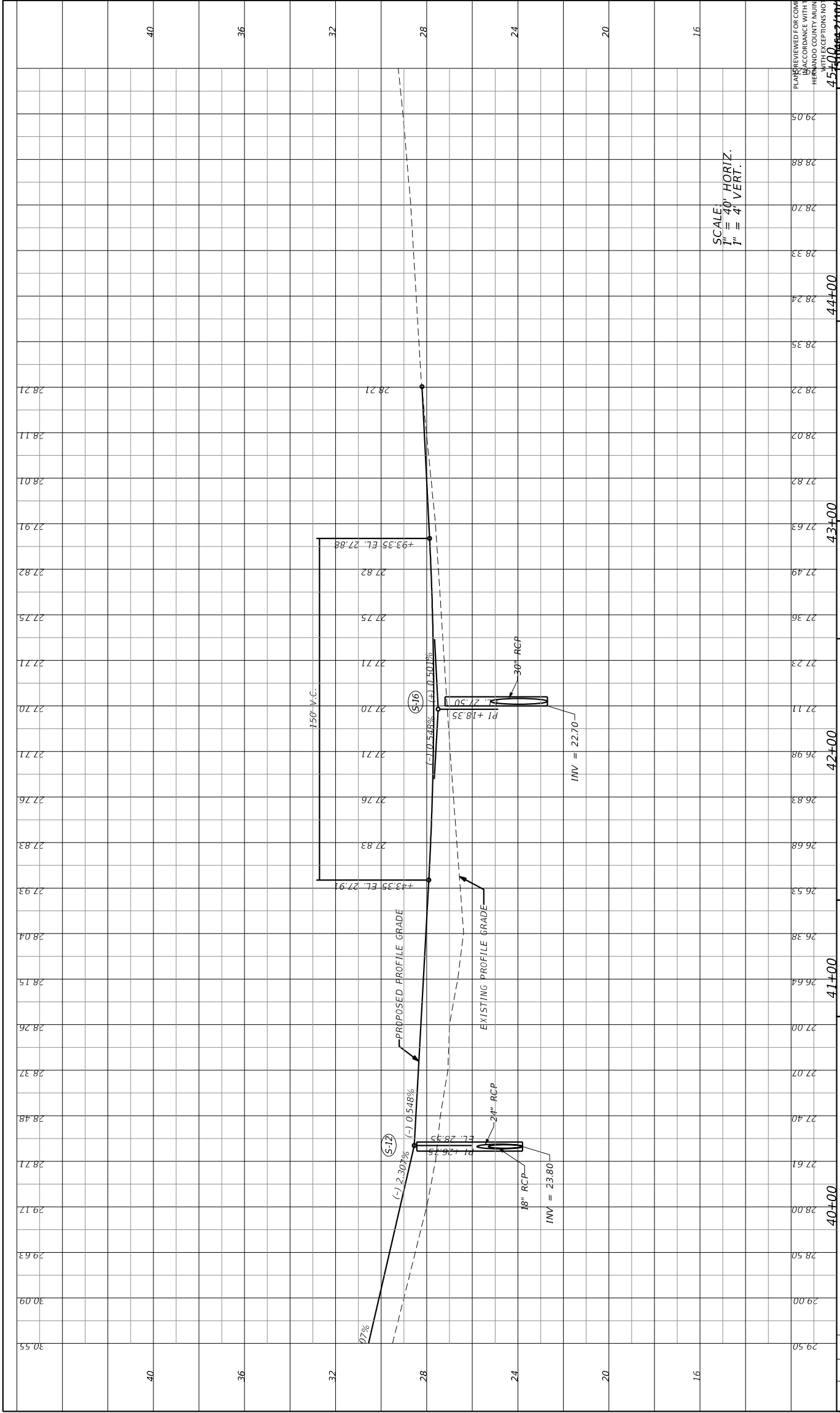
PROFILING SHEET (4)

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA

2005

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SCALE: 40' HORIZ.
1" = 4' VERT.

PLANS REVIEWED FOR CONFORMANCE
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ORDINANCE NO. 10-00001
WITH EXCEPTIONS NOTED
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SHEET 7-10776

PROFILE SHEET (5)

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



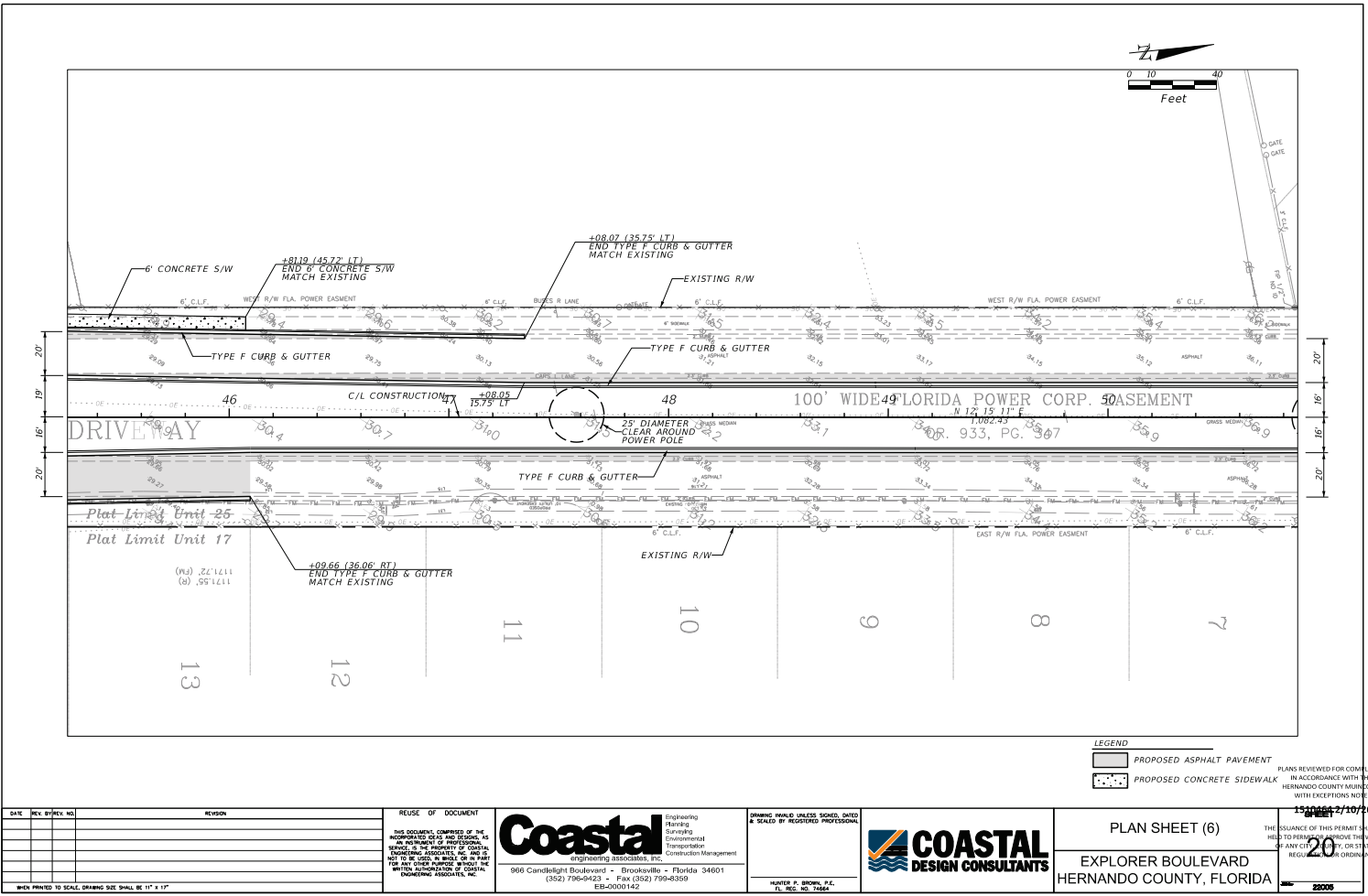
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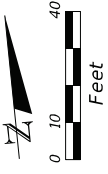
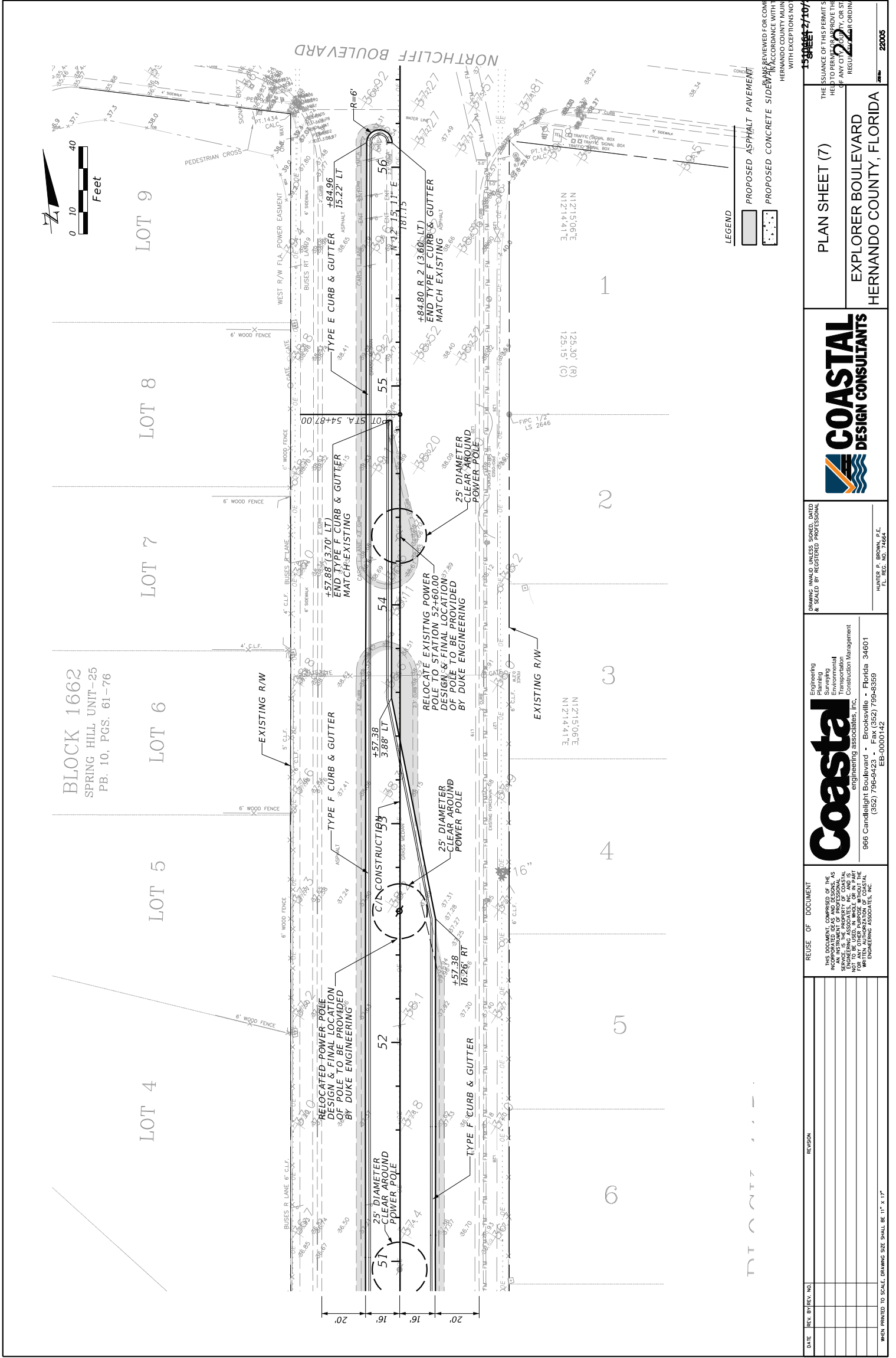
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PLAN SHEET (6)
 EXPLORER BOULEVARD
 HERNANDO COUNTY, FLORIDA

PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERNANDO COUNTY MAINTENANCE WITH EXCEPTIONS NOTED.
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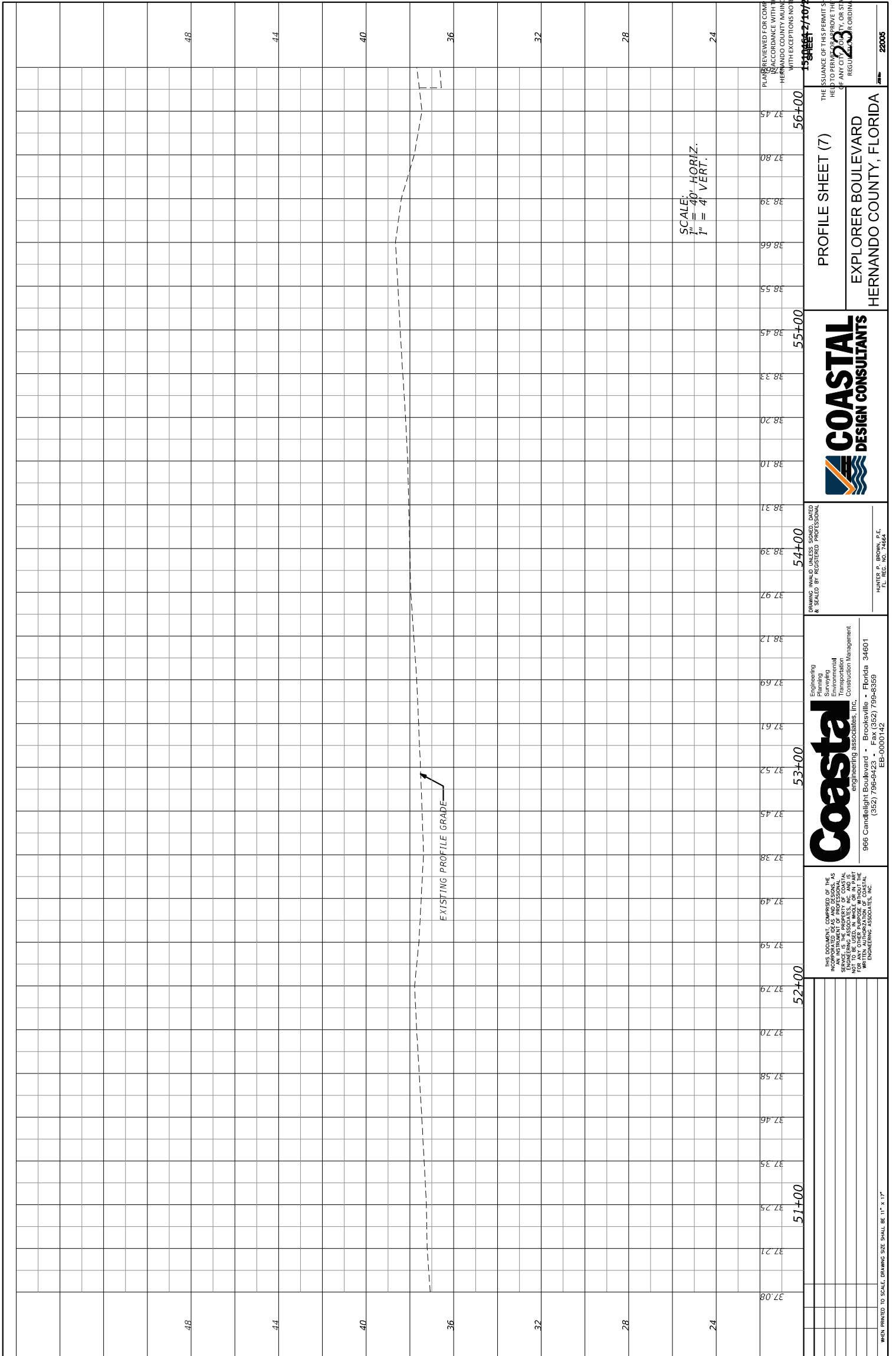
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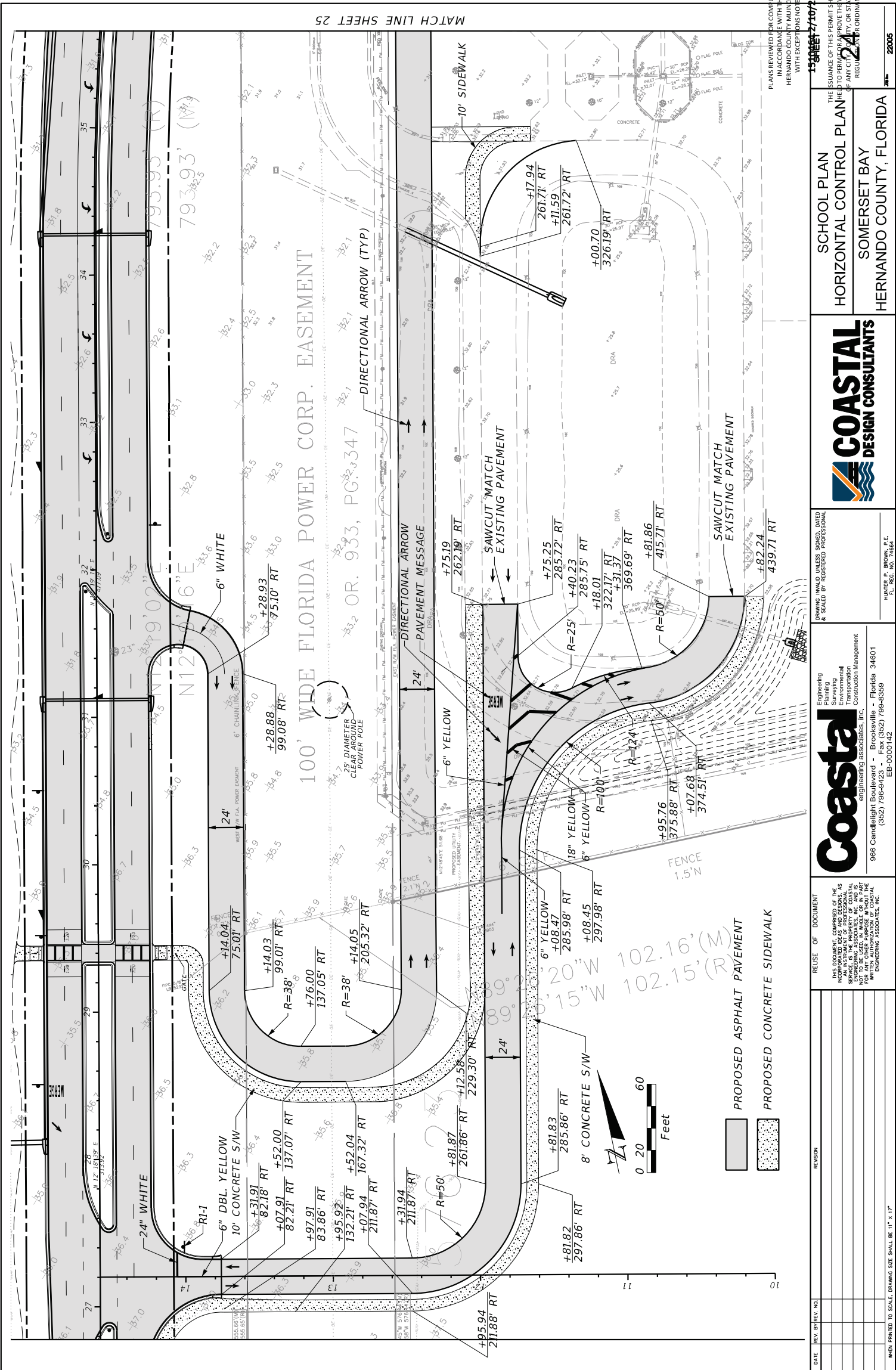
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PLAN SHEET (7)
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA

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 WITH EXCEPTIONS NOTED





PLANS REVIEWED FOR COMPLIANCE
IN ACCORDANCE WITH THE
HERNANDO COUNTY MAINTENANCE
WITH EXCEPTIONS NOTED

15 SHEET 27-10776

SCHOOL PLAN
HORIZONTAL CONTROL PLAN
SOMERSET BAY
HERNANDO COUNTY, FLORIDA



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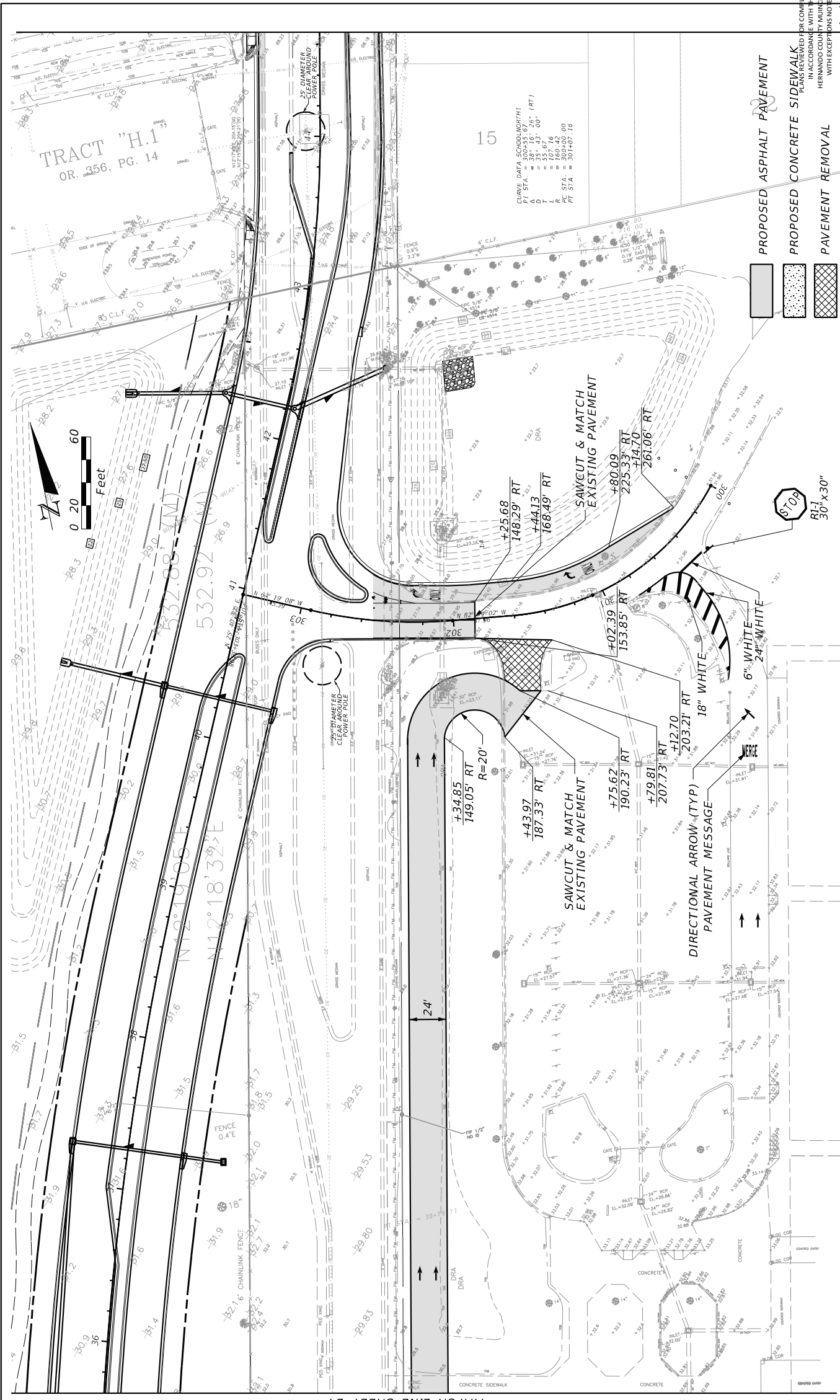
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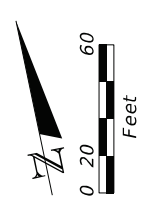
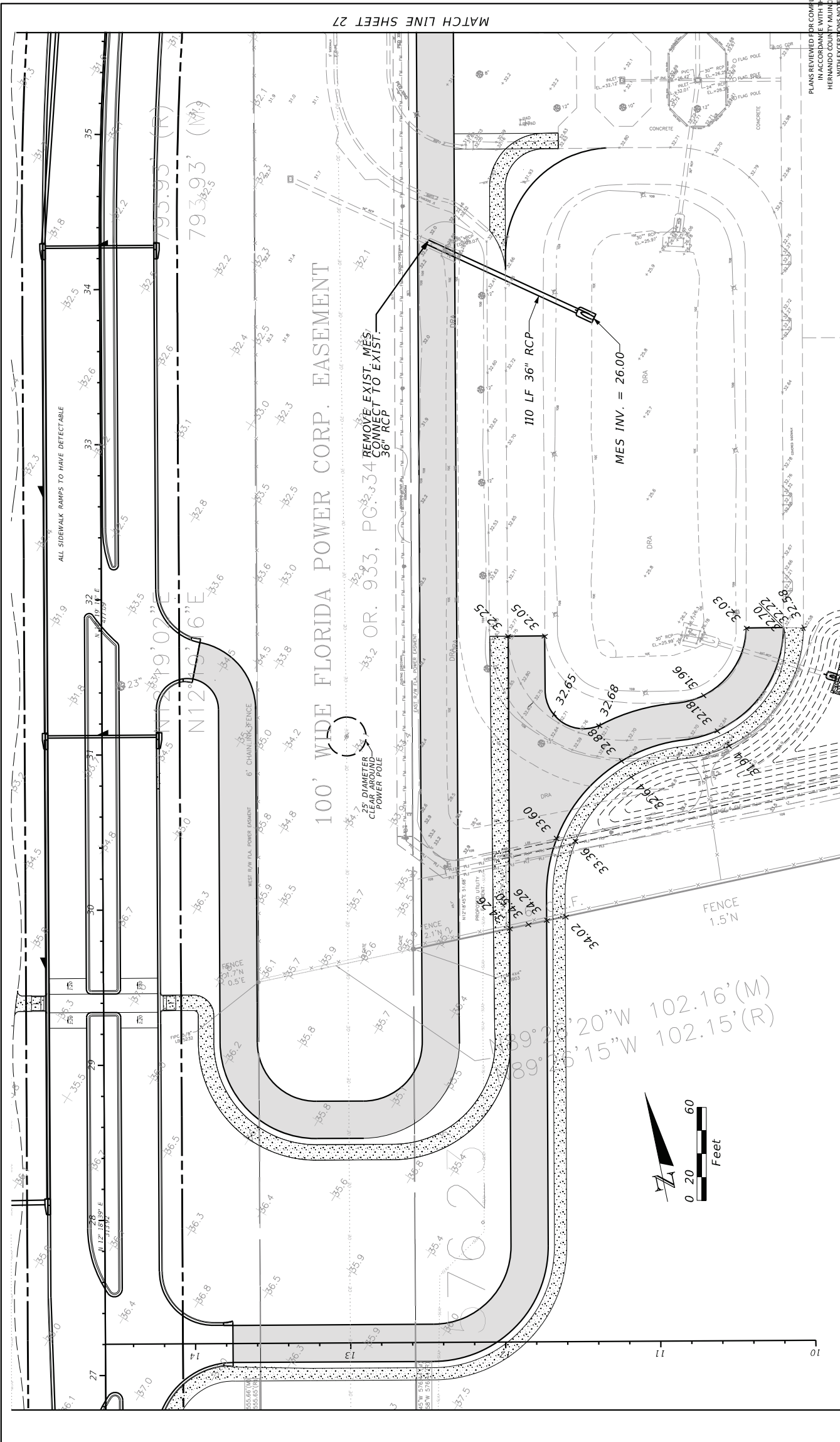
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- PROPOSED ASPHALT PAVEMENT
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15 SHEET 27 OF 76

SCHOOL PLAN
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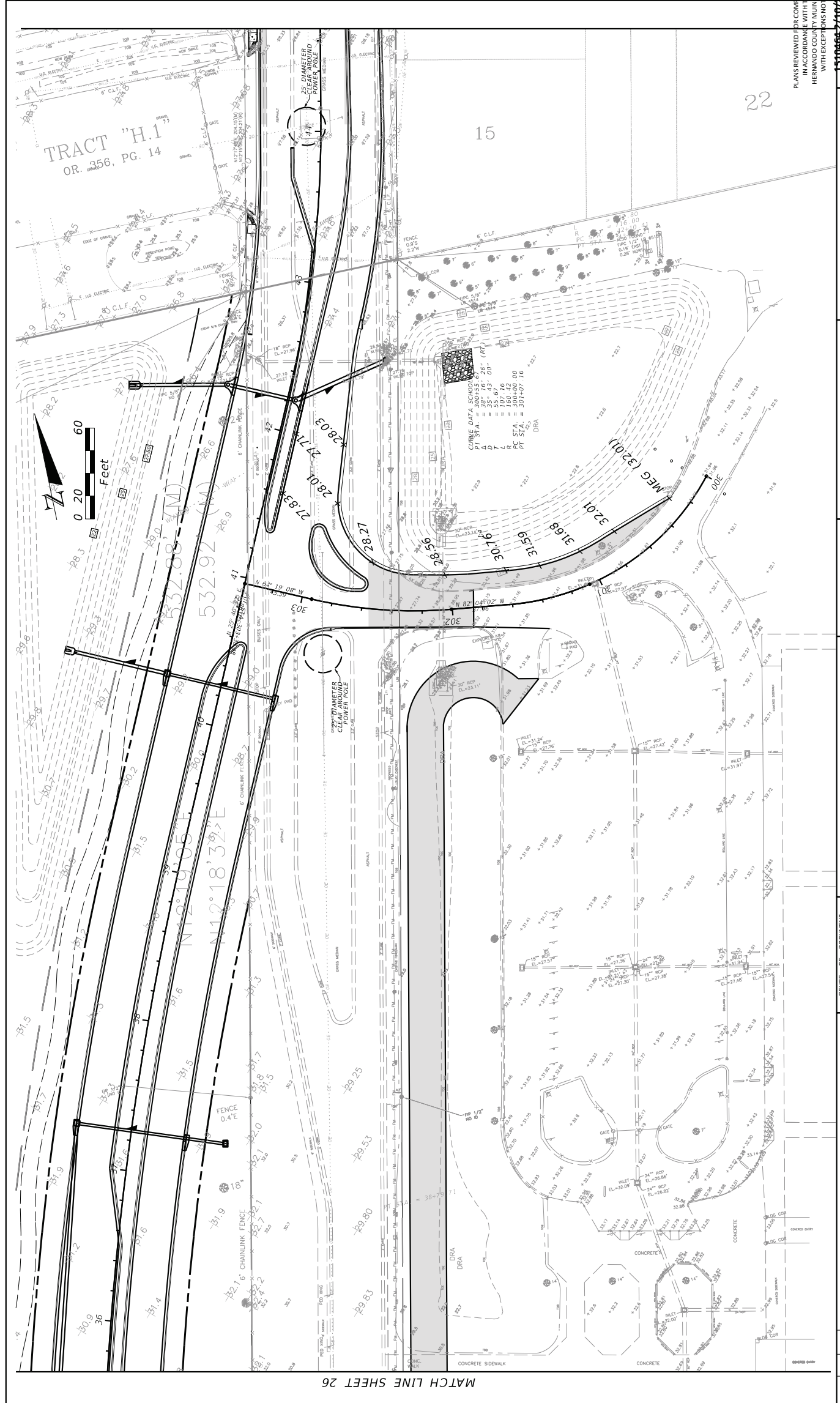
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 HERNANDO COUNTY MUNICIPAL CODE
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15 SHEET 27/0776

SCHOOL PLAN
 PAVING, GRADING & DRAINAGE PLAN
 SOMERSET BAY
 HERNANDO COUNTY, FLORIDA



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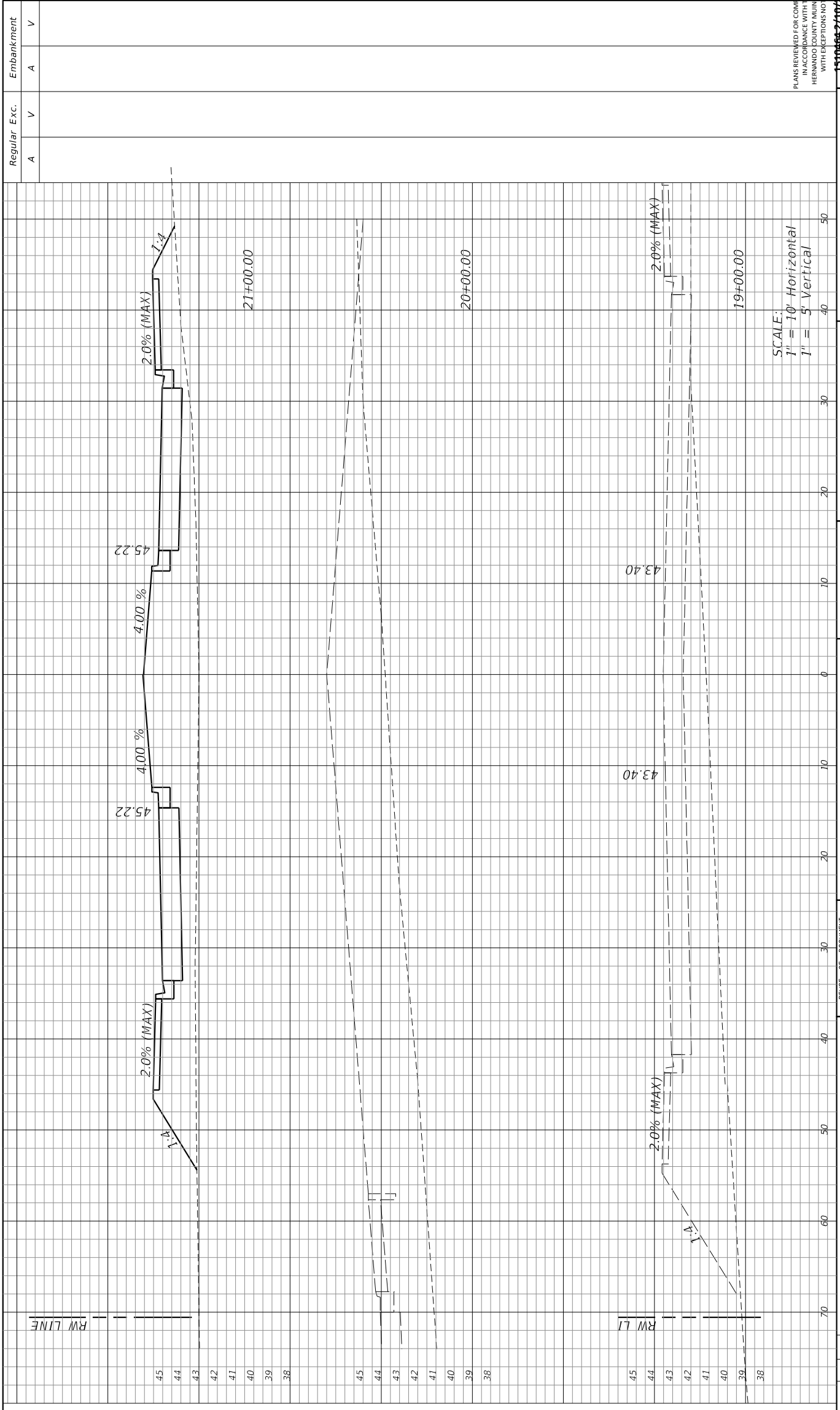
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MATCH LINE SHEET 26

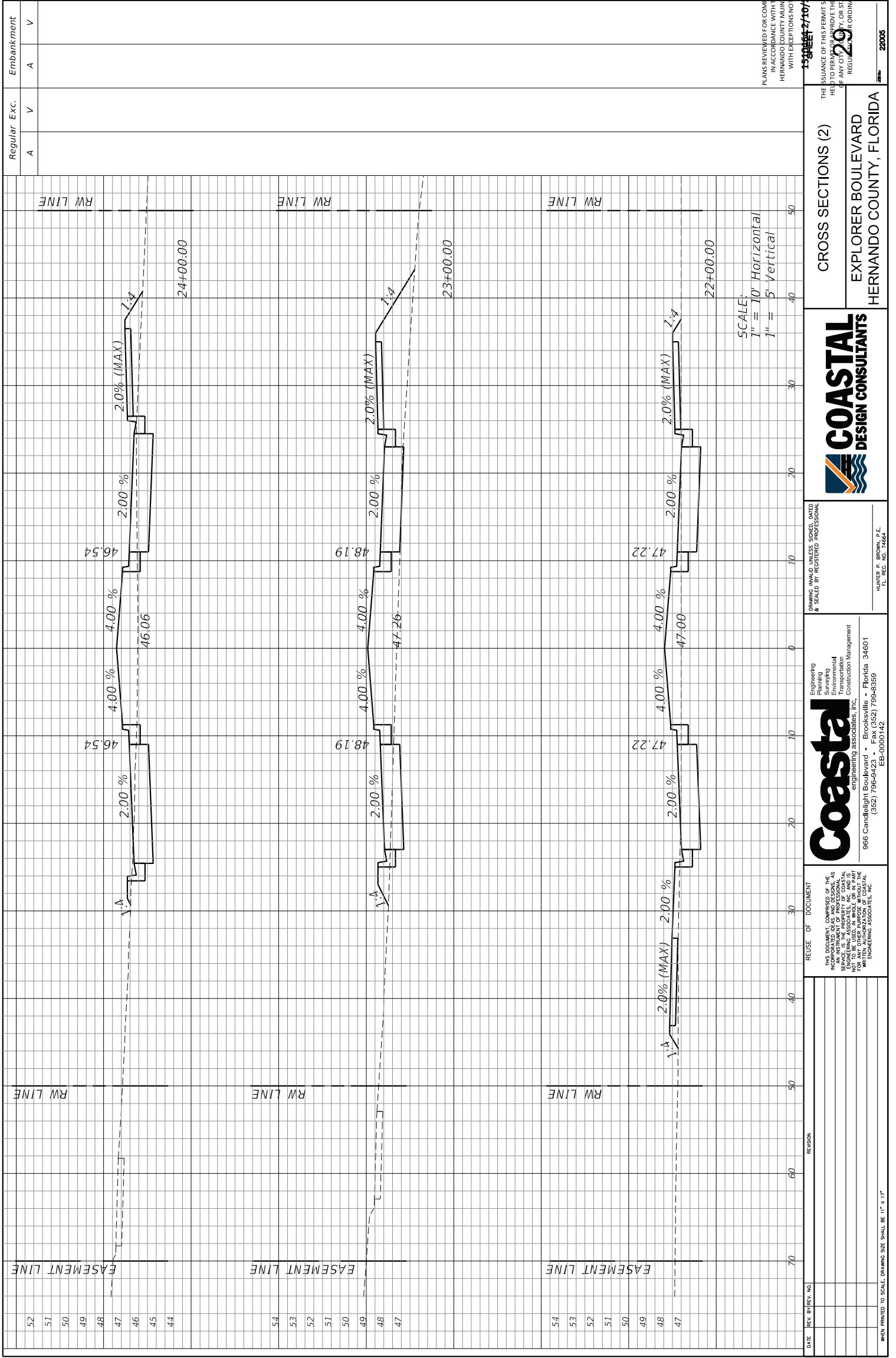


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Regular Exc.	Embankment
A	A
V	V

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 WITH EXCEPTIONS NOTED

15-000007-10776

CROSS SECTIONS (2)
 EXPLORER BOULEVARD
 HERNANDO COUNTY, FLORIDA



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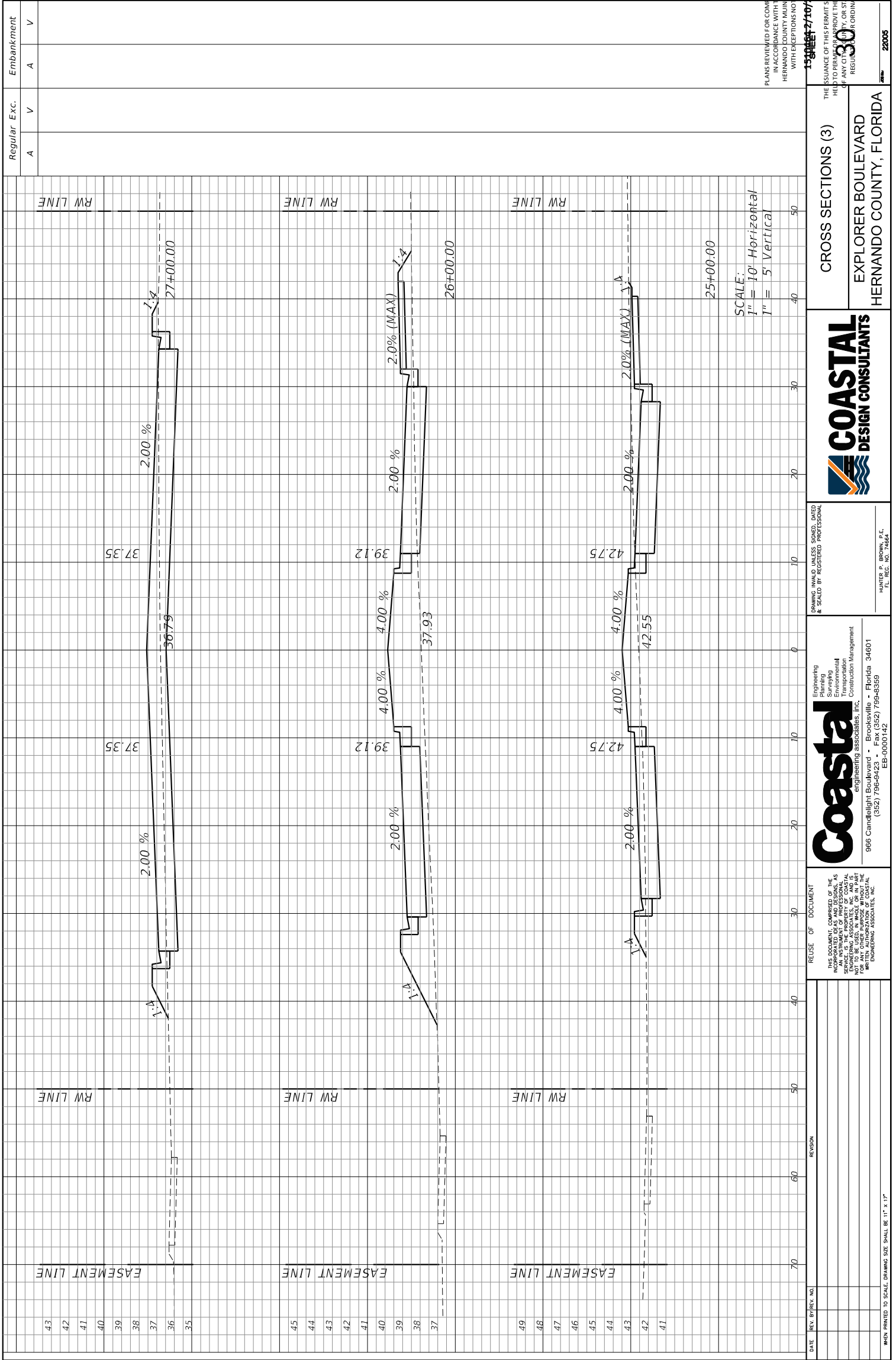
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V	V
A	V

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WITH EXCEPTIONS NOTED

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HERNANDO COUNTY, FLORIDA



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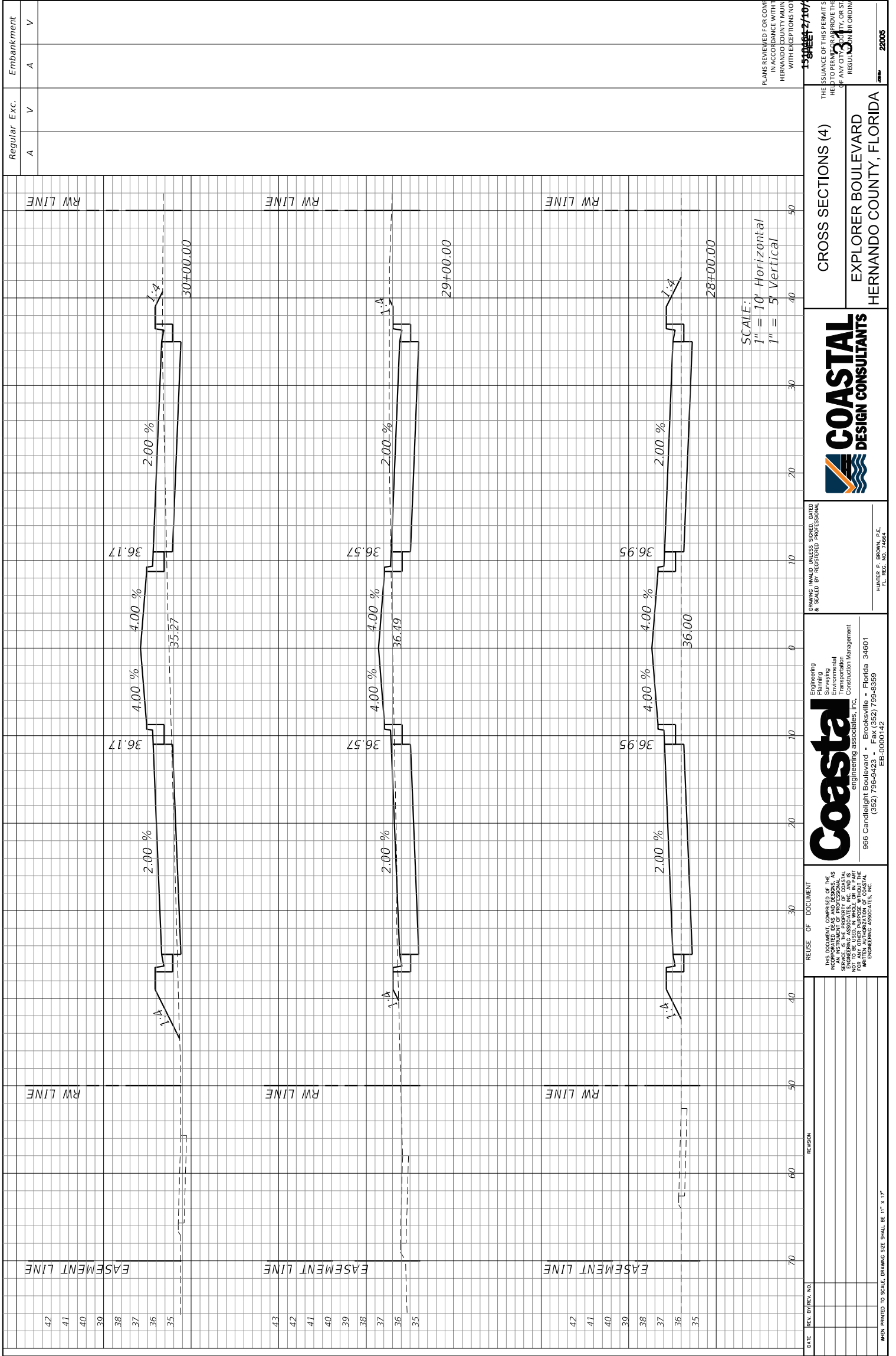
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CROSS SECTIONS (4)
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



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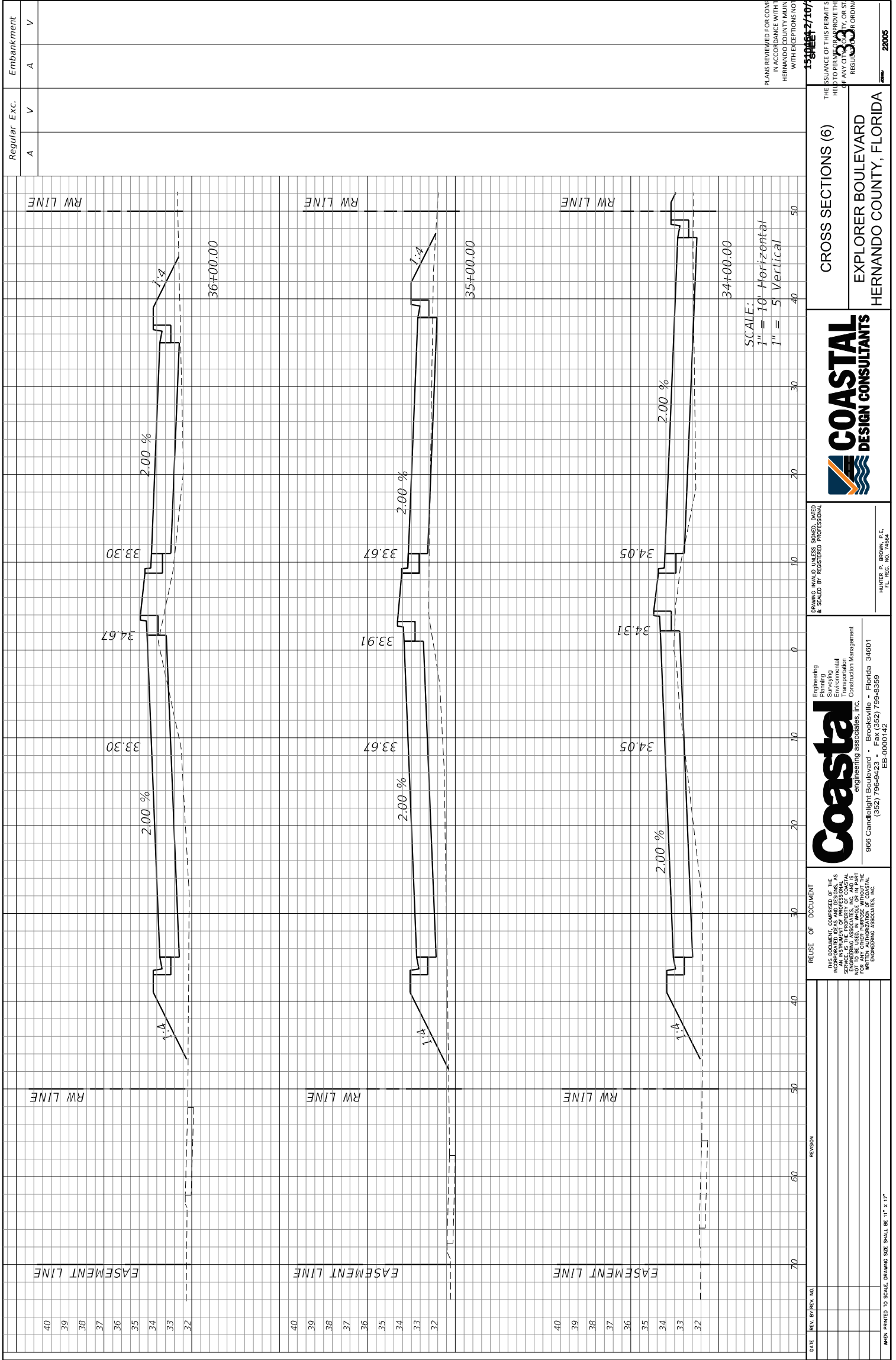
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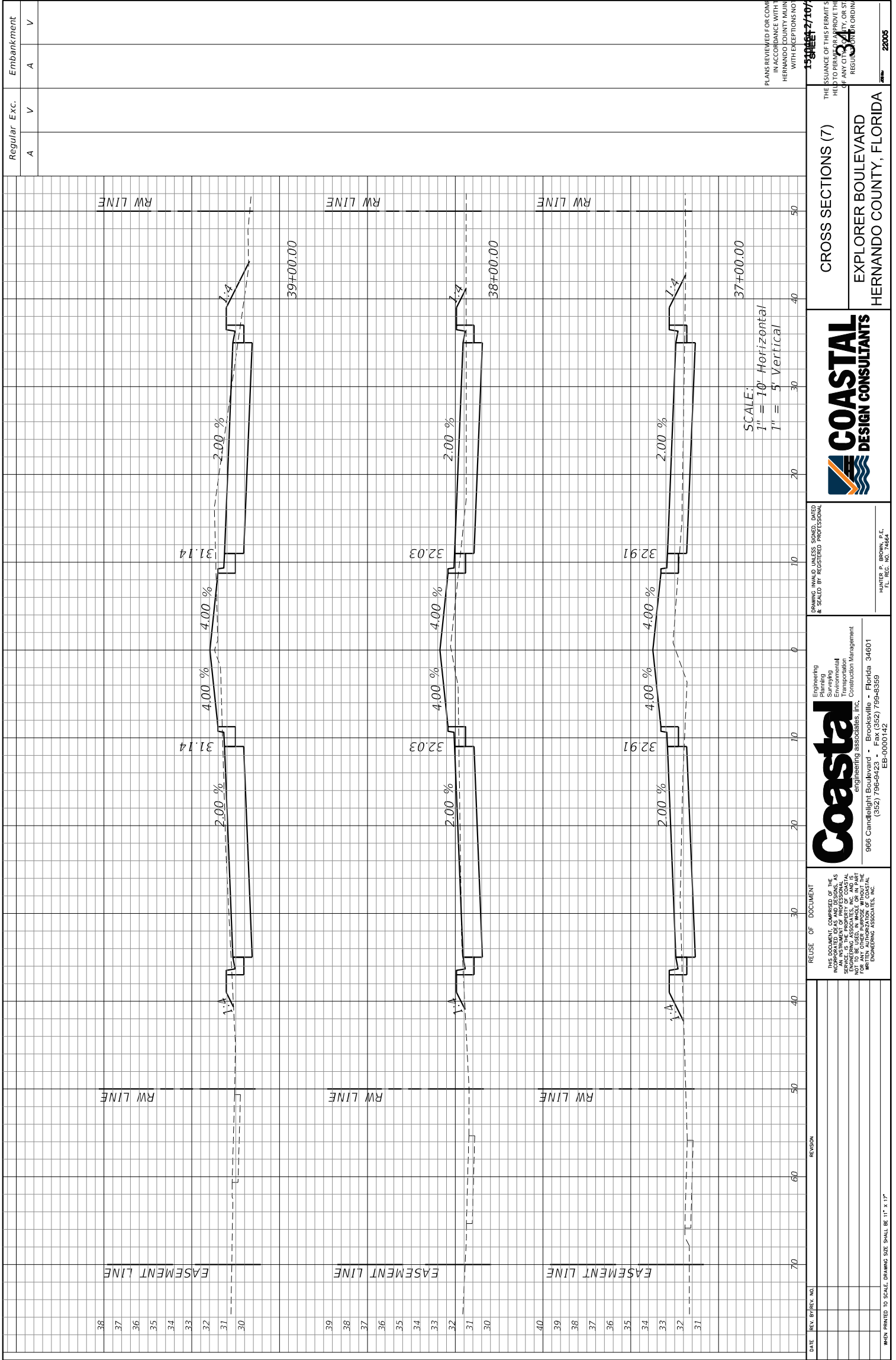
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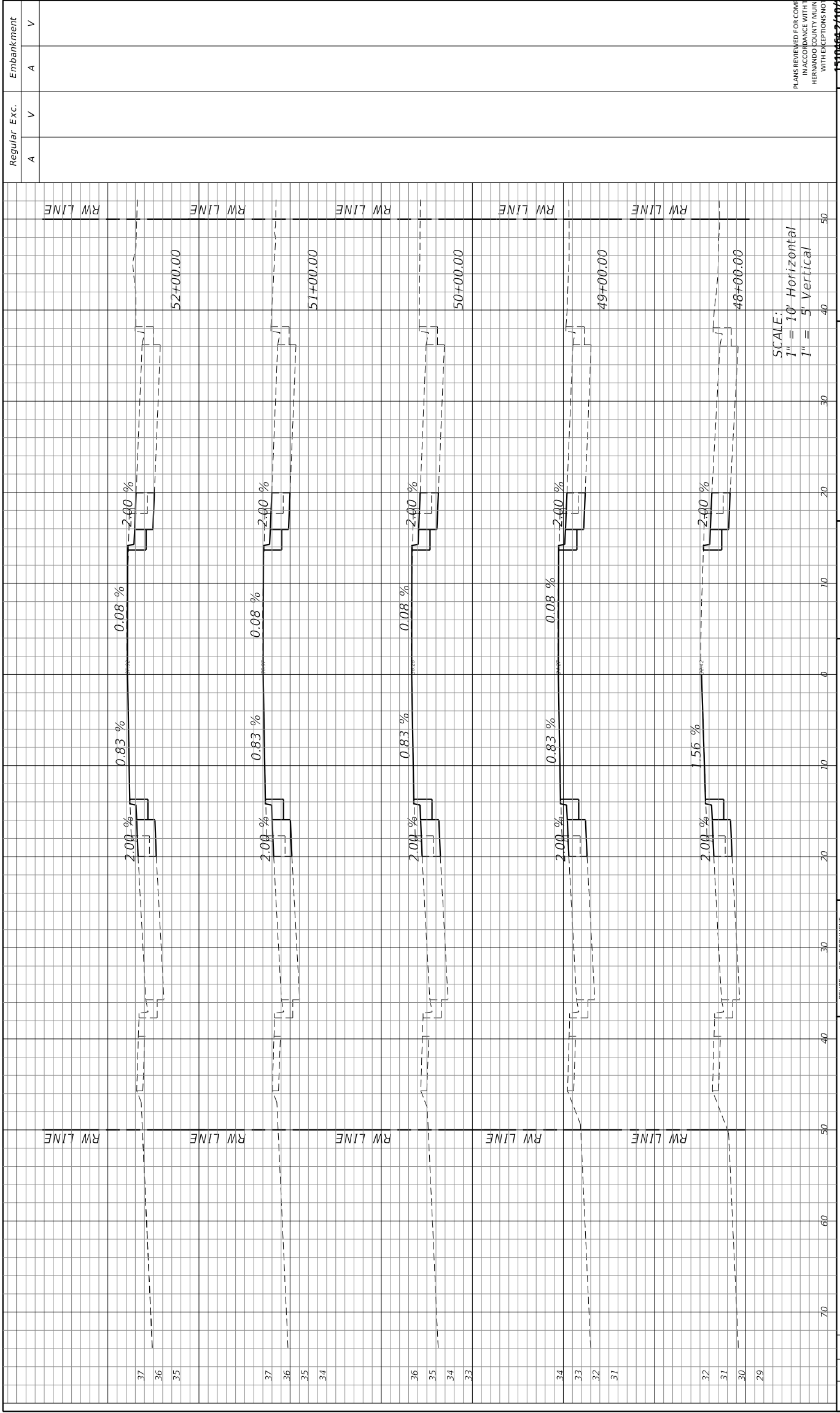
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CROSS SECTIONS (10)
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 HERNANDO COUNTY, FLORIDA

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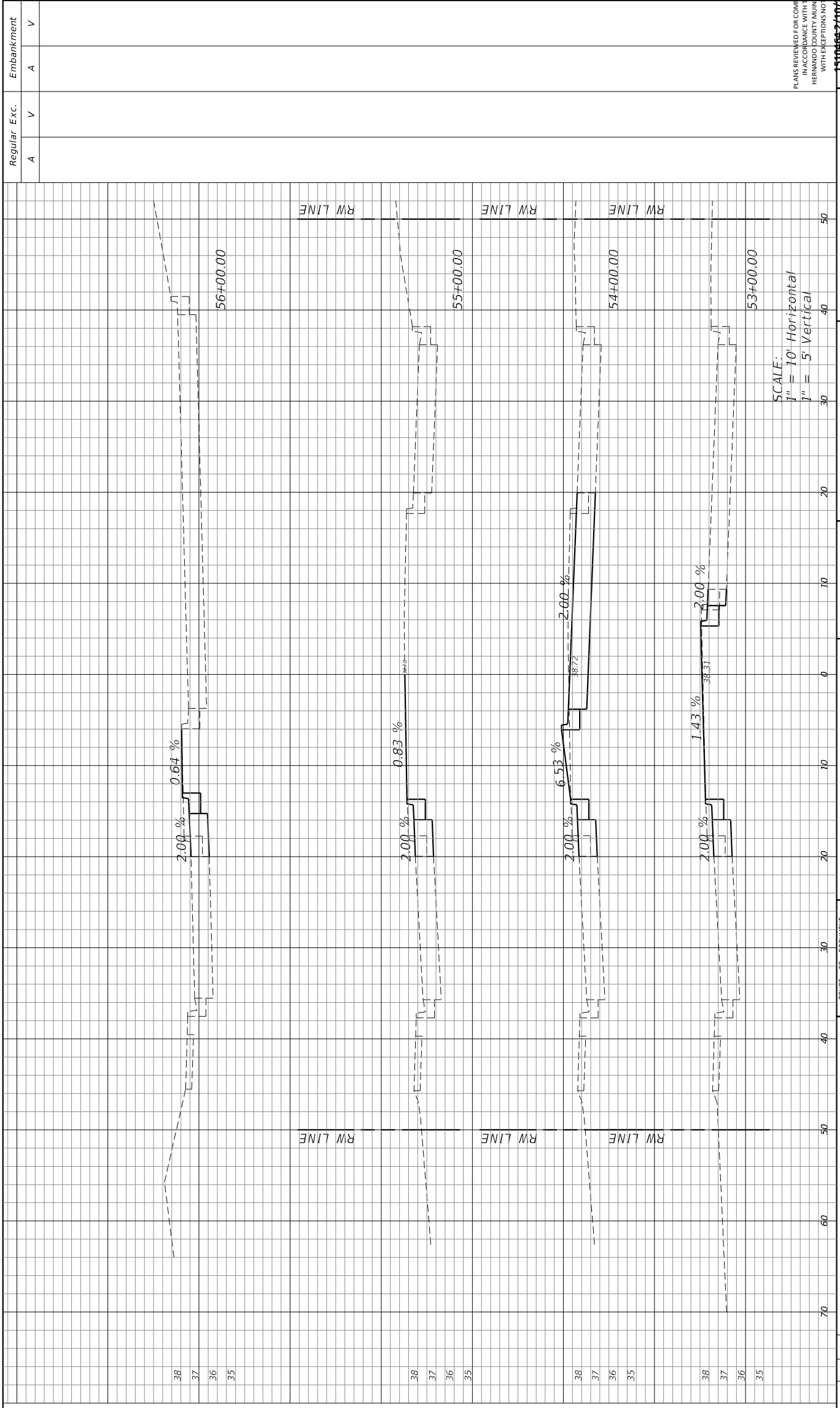
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CROSS SECTIONS (11)
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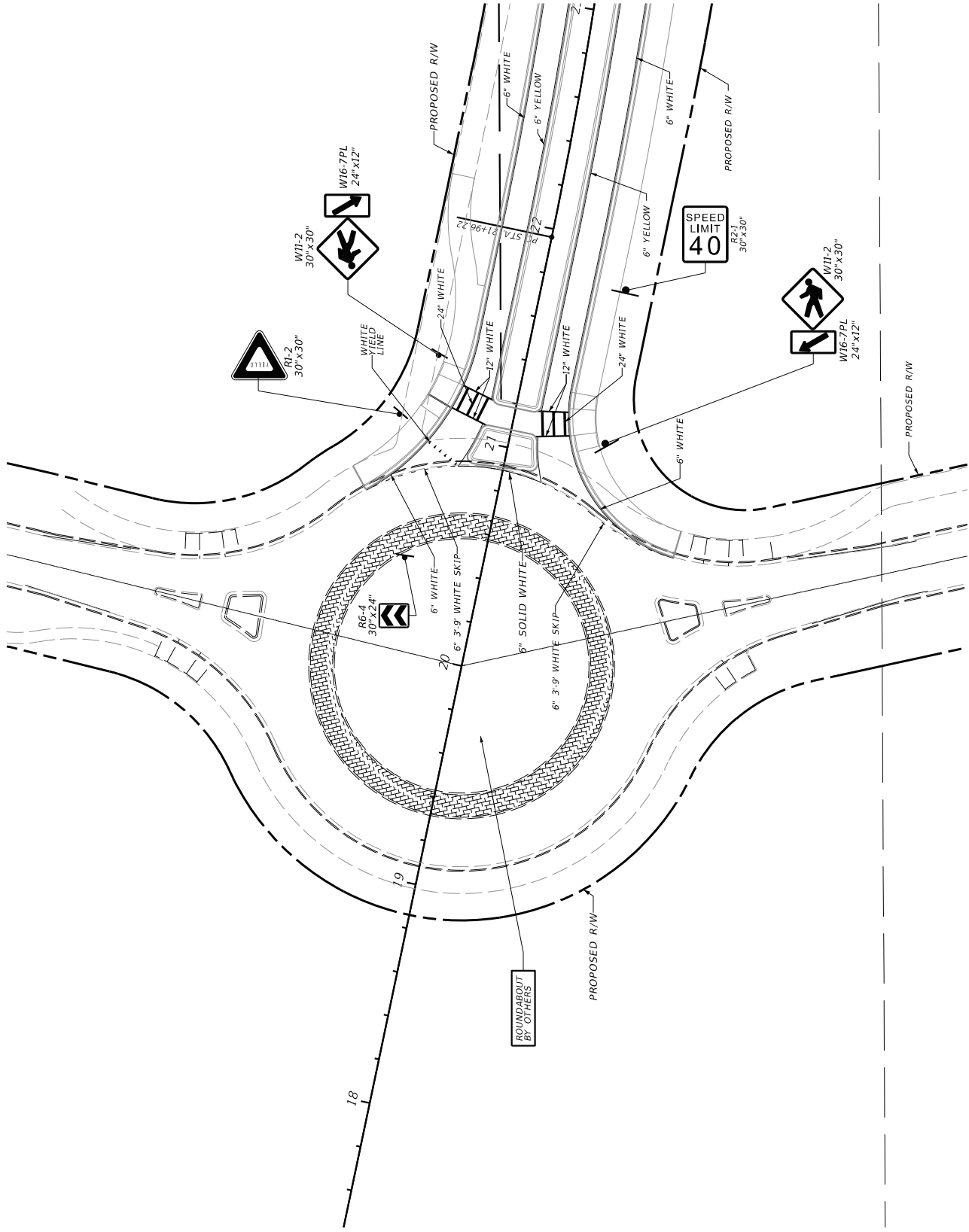
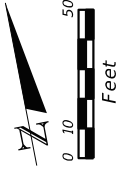
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 WITH EXCEPTIONS NOTED

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SIGNING & MARKING PLAN (1)

EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



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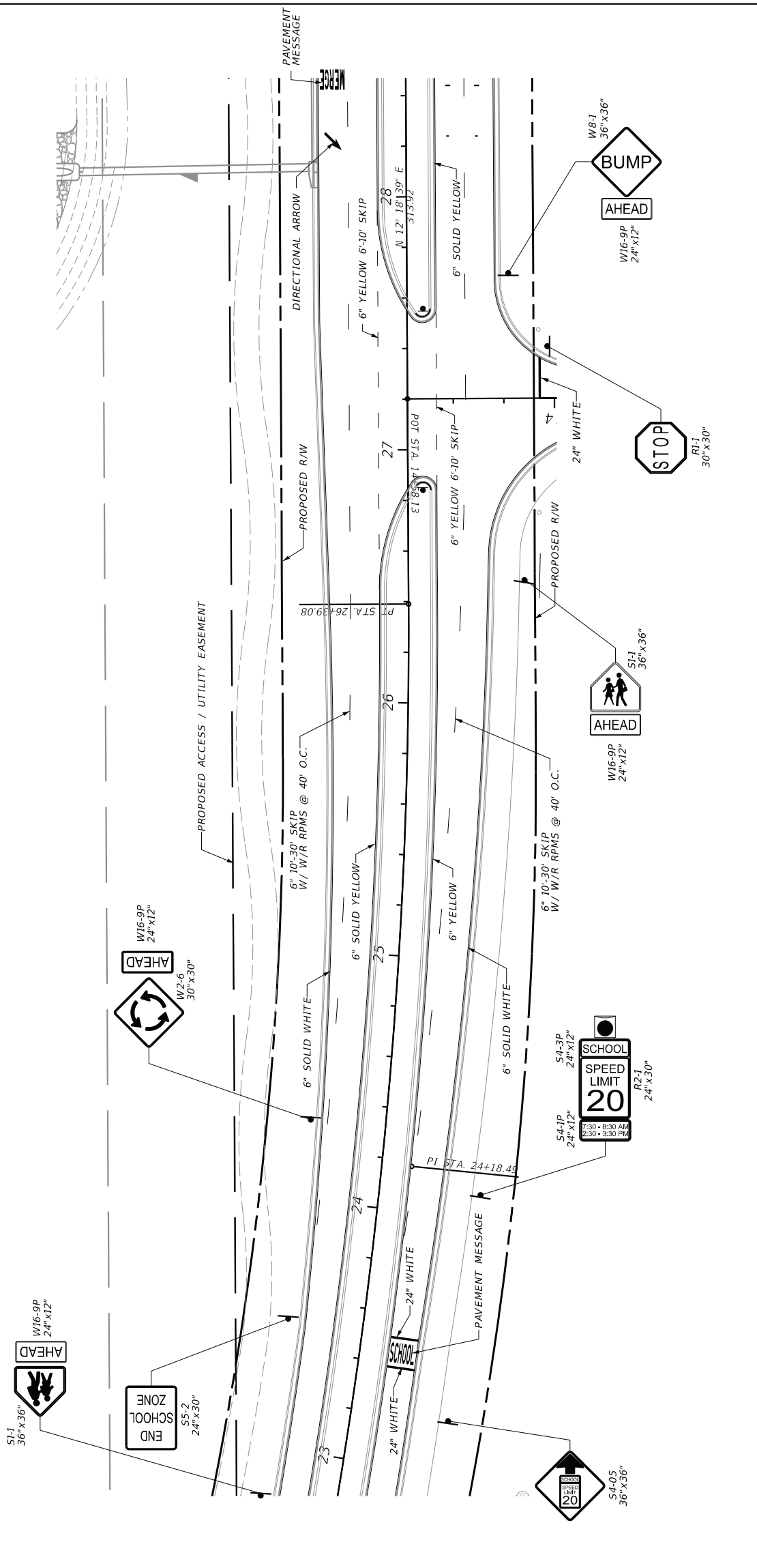
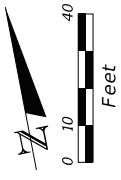
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15 SHEET 7/10716

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HERNANDO COUNTY, FLORIDA

SIGNING & MARKING PLAN (2)
EXPLORER BOULEVARD
HERNANDO COUNTY, FLORIDA



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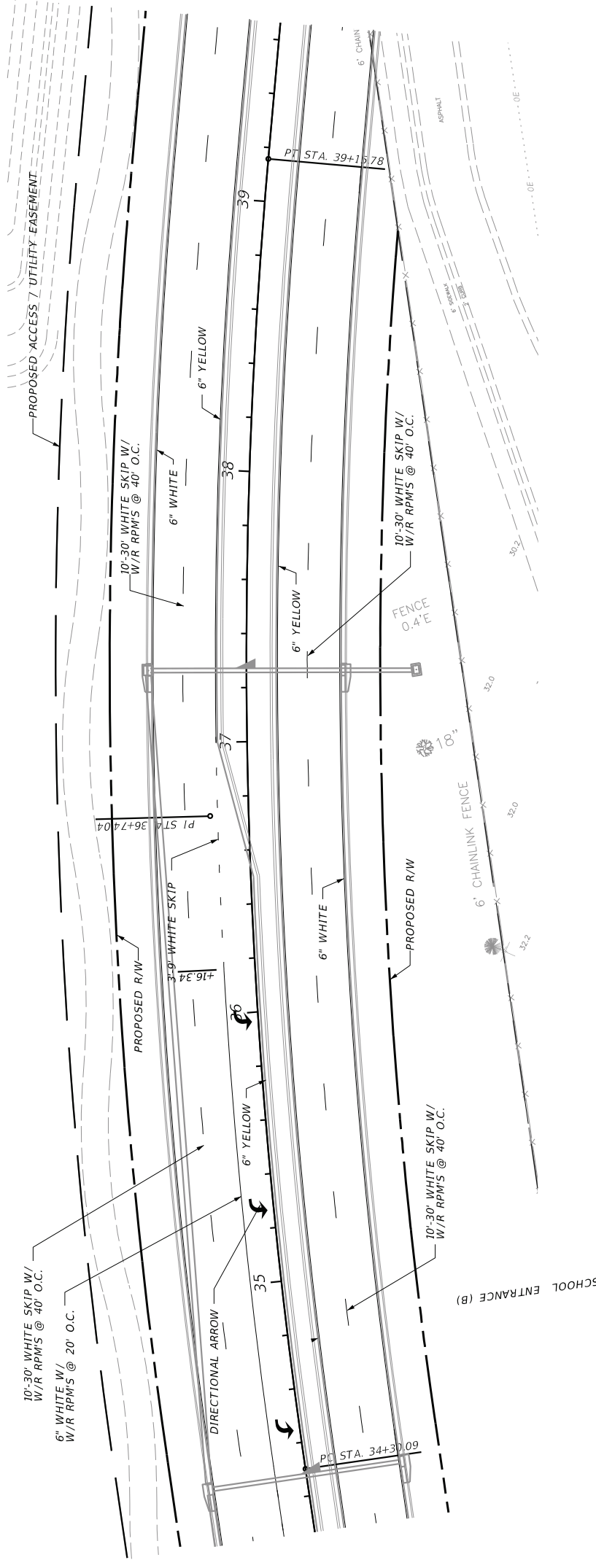
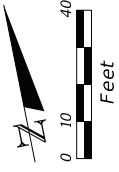
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 WITH EXCEPTIONS NOTED

15 SHEET 7/10716

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SIGNING & MARKING PLAN (4)
 EXPLORER BOULEVARD
 HERNANDO COUNTY, FLORIDA



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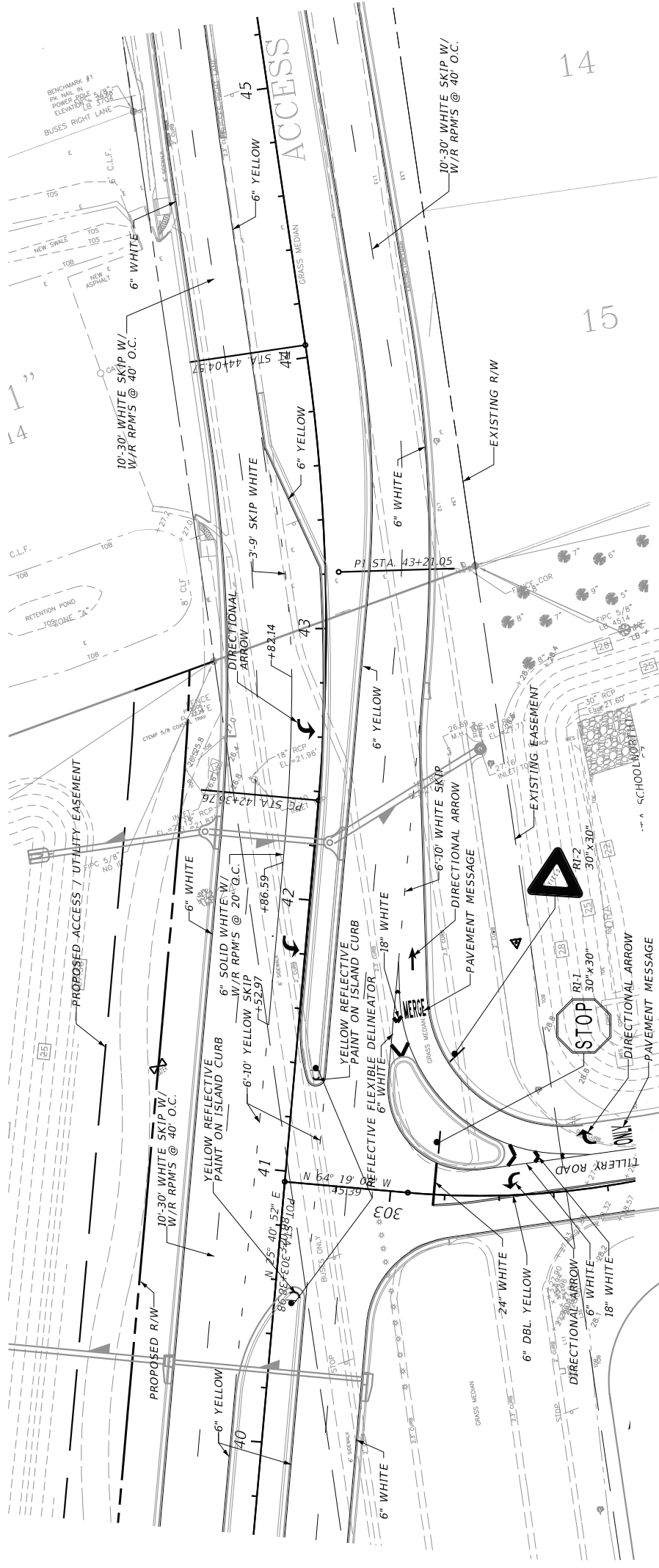
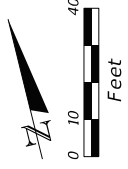
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PLANS REVIEWED FOR COMPLIANCE
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 WITH EXCEPTIONS NOTED

15
 SHEET 7/10776

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SIGNING & MARKING PLAN (5)
 EXPLORER BOULEVARD
 HERNANDO COUNTY, FLORIDA



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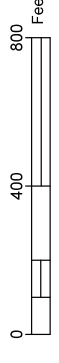
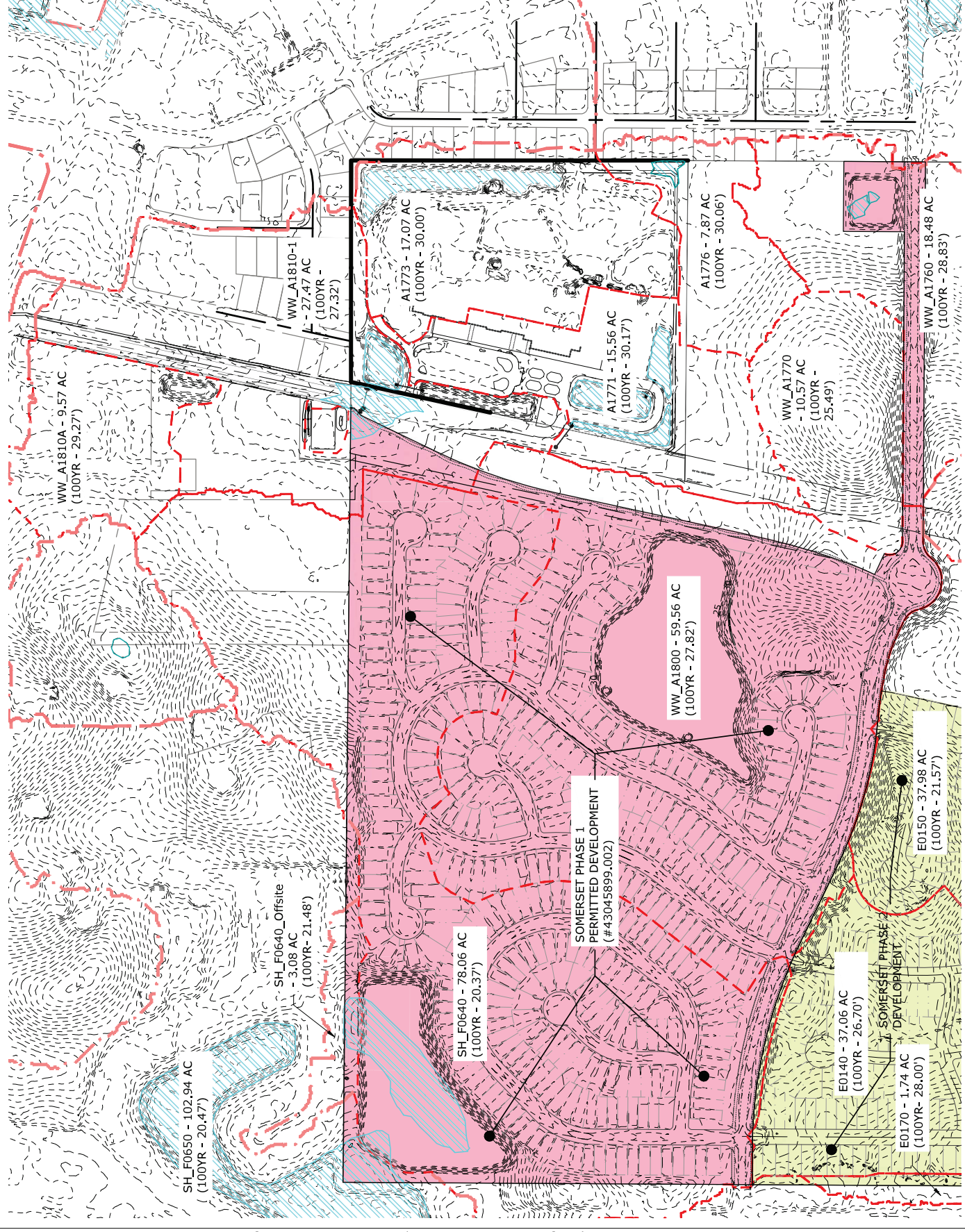
engineering associates, inc.
 966 Candlelight Boulevard • Brooksville • Florida 34601
 (352) 796-9423 • Fax (352) 796-8359
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DATE	REV. BY	REV. NO.	REVISION

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 11" x 17"



DRAINAGE NOTES:
 1. PROJECT SITE IS WITHIN THE WEEKI WACHEE WATERSHED STUDY WHICH IS ALSO A WEEKI WACHEE BASIN. WACHEE BASINS WERE MODIFIED AND UPDATED TO CURRENT STANDARDS BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) UNDER CONSENT SUBDIVISION # 4438999202. THE PERMIT #44008955000 AND EXISTING DIAS ARE TOTAL CONTAINMENT CLOSED BASIN.
 2. EXISTING DIAS ARE TOTAL CONTAINMENT CLOSED BASIN.
 3. METHODOLOGY AND STORMWATER CALCULATIONS AND EXHIBITS.

PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERNANDO COUNTY MUNICOD CODE WITH EXCEPTIONS NOTED
 1510464 2/10/26

EXISTING CONDITIONS DRAINAGE MAP
SOMERSET BAY
 HERNANDO COUNTY, FLORIDA

THE ISSUANCE OF THIS SHEET SHALL NOT BE CONSIDERED AN ENDORSEMENT BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA.

DR-1
 REGULATORY PERMIT

22005

COASTAL
 DESIGN CONSULTANTS

DESIGNED BY: HUNTER P. BROWN, P.E.
 REGISTERED PROFESSIONAL ENGINEER
 FL. REG. NO. 74864

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 Construction Management

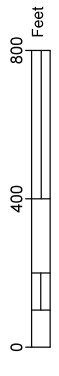
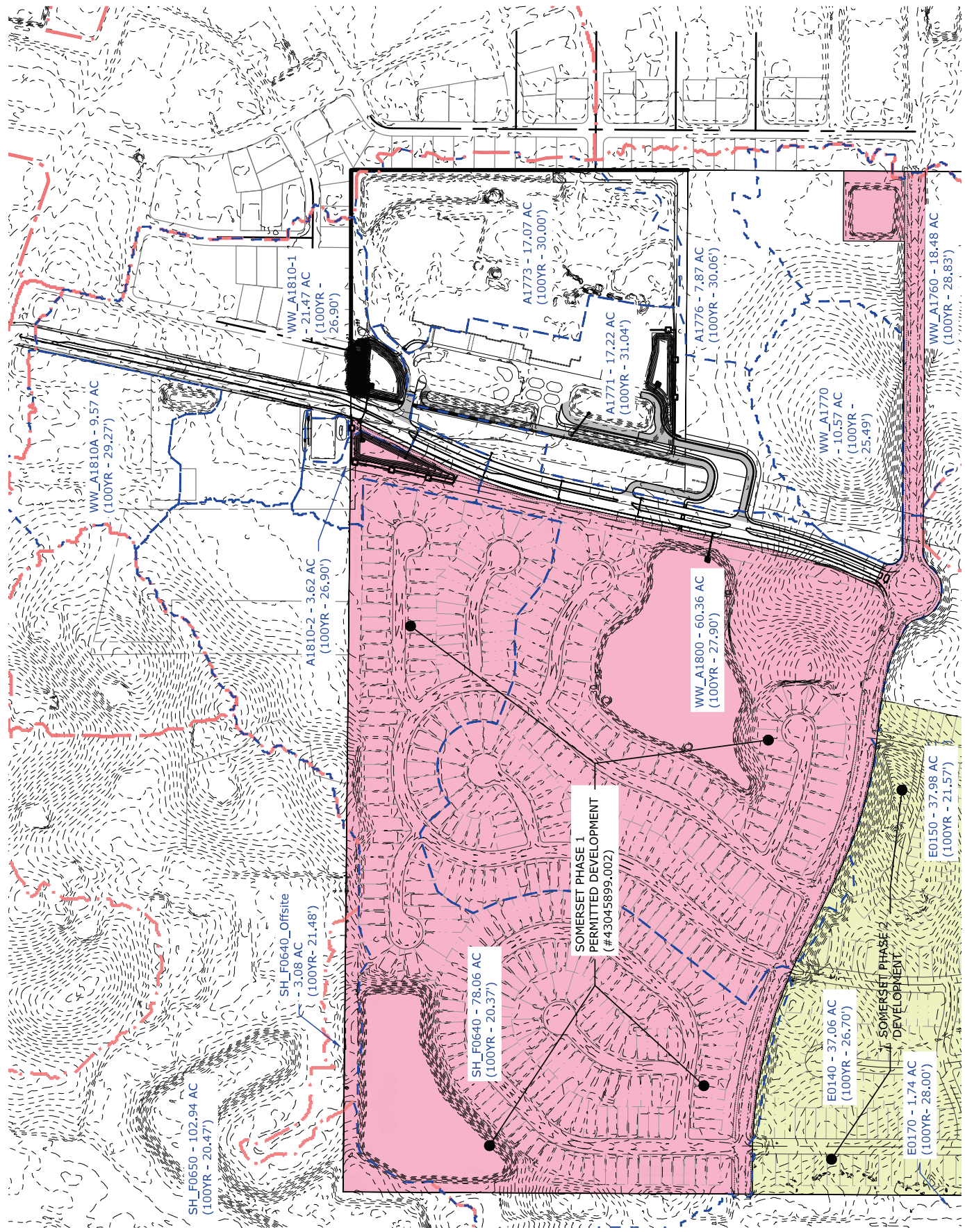
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DRAINAGE NOTES:
 1. PROJECT SITE IS WITHIN THE WEEK WACHEE WATERSHED STUDY WHICH IS ALSO WACHEE WACHEE BASINS WERE MODIFIED AND UPDATED TO CURRENT 2025. WEEK WACHEE WACHEE BASINS WERE MODIFIED AND UPDATED TO CURRENT 2025. WEEK WACHEE WACHEE BASINS WERE MODIFIED AND UPDATED TO CURRENT 2025. WEEK WACHEE WACHEE BASINS WERE MODIFIED AND UPDATED TO CURRENT 2025.
 2. EXISTING DRAINAGE ARE TOTAL CONTAINMENT CLOSED BASIN.
 3. METHODOLOGY AND STORMWATER CALCULATIONS AND EXHIBITS.

PLANS REVIEWED FOR COMPLIANCE
 IN ACCORDANCE WITH THE
 HERNANDO COUNTY MUNICOD
 WITH EXCEPTIONS NOTED
 1510464 2/10/26

PROPOSED CONDITIONS
DRAINAGE MAP
SOMERSET BAY
 HERNANDO COUNTY, FLORIDA

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DR-2

REGULATORY DIVISION

22005



DRAWING NUMBER: 1510464-001
 DESIGNED BY: REGISTERED PROFESSIONAL ENGINEER
 HUNTER P. BROWN, P.E.
 FL. REG. NO. 74864

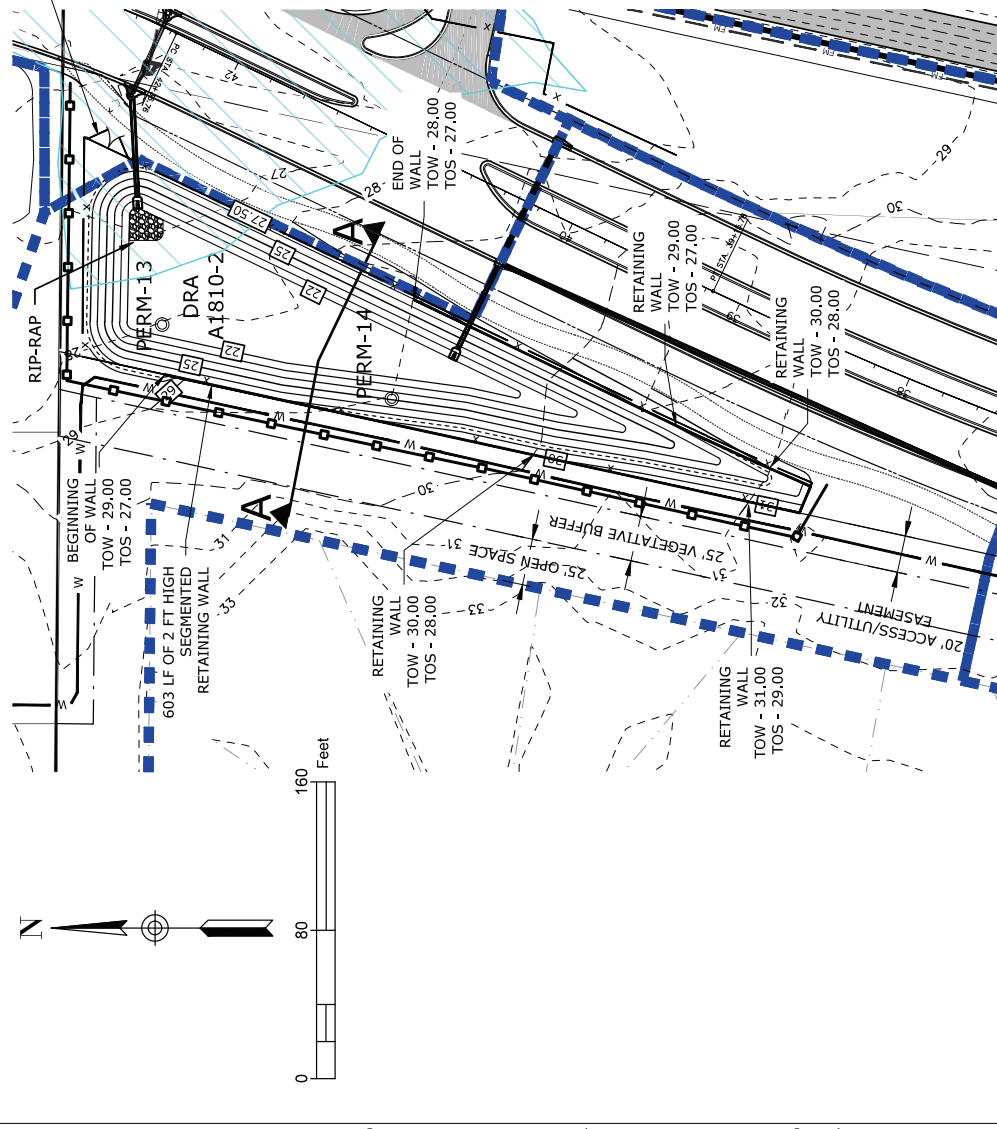
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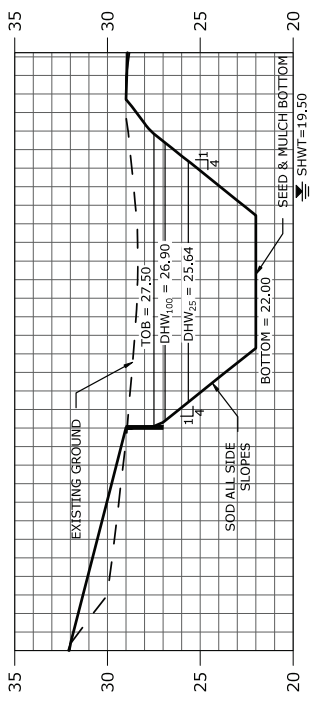
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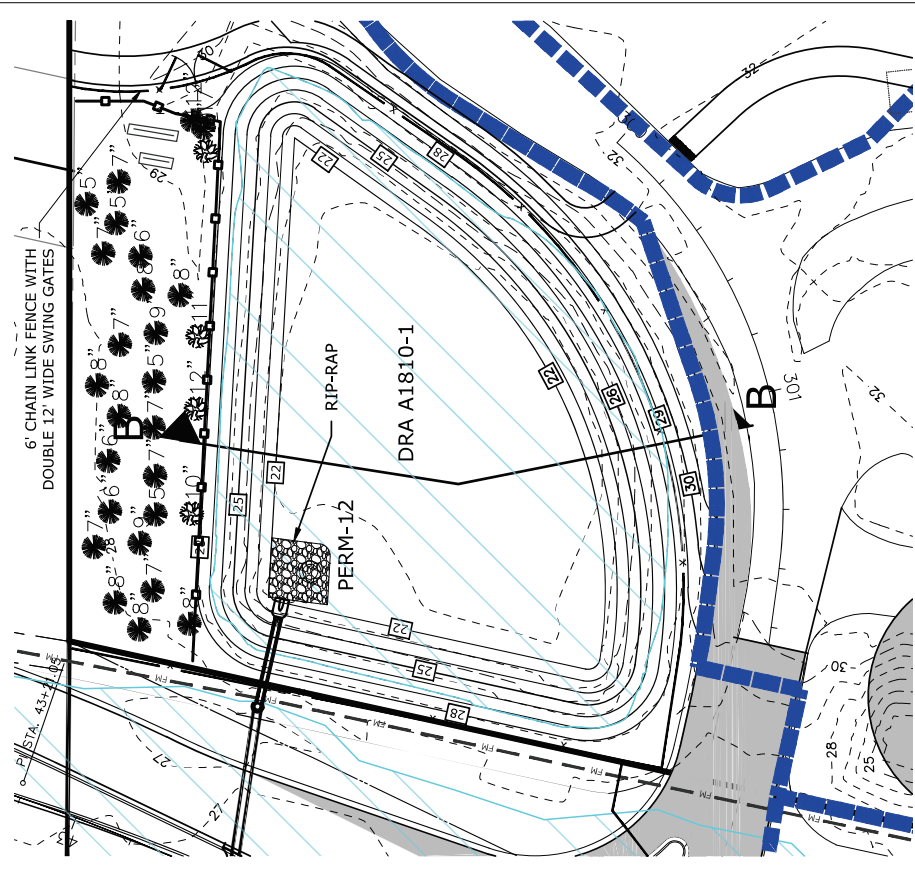
SITE DRA STORMWATER INFORMATION - BASIN A1810-2

DESCRIPTION	
MIN. BERM/T.O.P. ELEV.	27.20
AREA AT TOP OF BANK (SQ FT)	22,262.45
BOTTOM ELEVATION	22.00
AREA AT BOTTOM (SQ FT)	7,765.31
SIDE SLOPE	4:1
SEASONAL HIGH WATER ELEV.	19.50
100 YR DESIGN HIGH WATER ELEV.	26.90
25 YR DISCHARGE RATE (CF/SEC)	0
100 YR DISCHARGE VOLUME (AF)	0
CONSTANT HEAD FIELD PERMEABILITY TEST RESULTS TEST PERFORMED 8' BELOW GRADE AND MEASURED IN FEET/PERCENT PER YEAR	PERM-13 40
MODELING ADDS A SAFETY FACTOR OF 2 TO VALUES	PERM-14 40

NOTE: DRA IS TOTAL CONTAINMENT CLOSED BASIN AND IS SITUATED AT THE BOTTOM OF THE AREA SO NO EMERGENCY OUTFALL NEED IS PROPOSED.



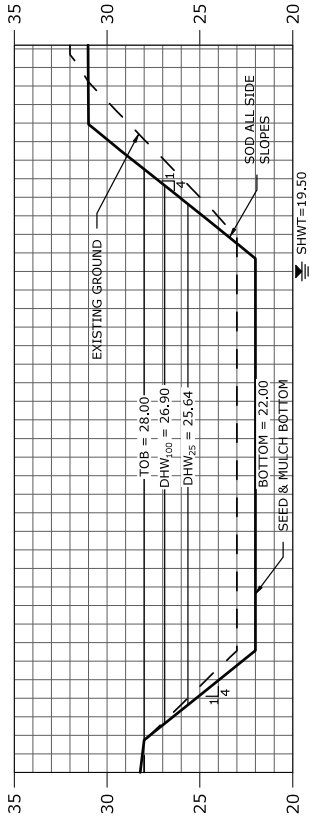
A1810-2 DRA SECTION A-A
1"=40' h
1"=8' v



SITE DRA STORMWATER INFORMATION - BASIN A1810-1

DESCRIPTION	
MIN. BERM/T.O.P. ELEV.	26.00
AREA AT TOP OF BANK (SQ FT)	26,996.15
BOTTOM ELEVATION	22.00
AREA AT BOTTOM (SQ FT)	13,610.13
SIDE SLOPE	4:1
SEASONAL HIGH WATER ELEV.	19.50
100 YR DESIGN HIGH WATER ELEV.	26.90
25 YR DISCHARGE RATE (CF/SEC)	0
100 YR DISCHARGE VOLUME (AF)	0
CONSTANT HEAD FIELD PERMEABILITY TEST RESULTS TEST PERFORMED 8' BELOW GRADE AND MEASURED IN FEET/PERCENT PER YEAR	PERM-12 40
MODELING ADDS A SAFETY FACTOR OF 2 TO VALUES	

NOTE: DRA IS TOTAL CONTAINMENT CLOSED BASIN AND IS SITUATED AT THE BOTTOM OF THE AREA SO NO EMERGENCY OUTFALL NEED IS PROPOSED.



A1810-1 DRA SECTION B-B
1"=40' h
1"=8' v

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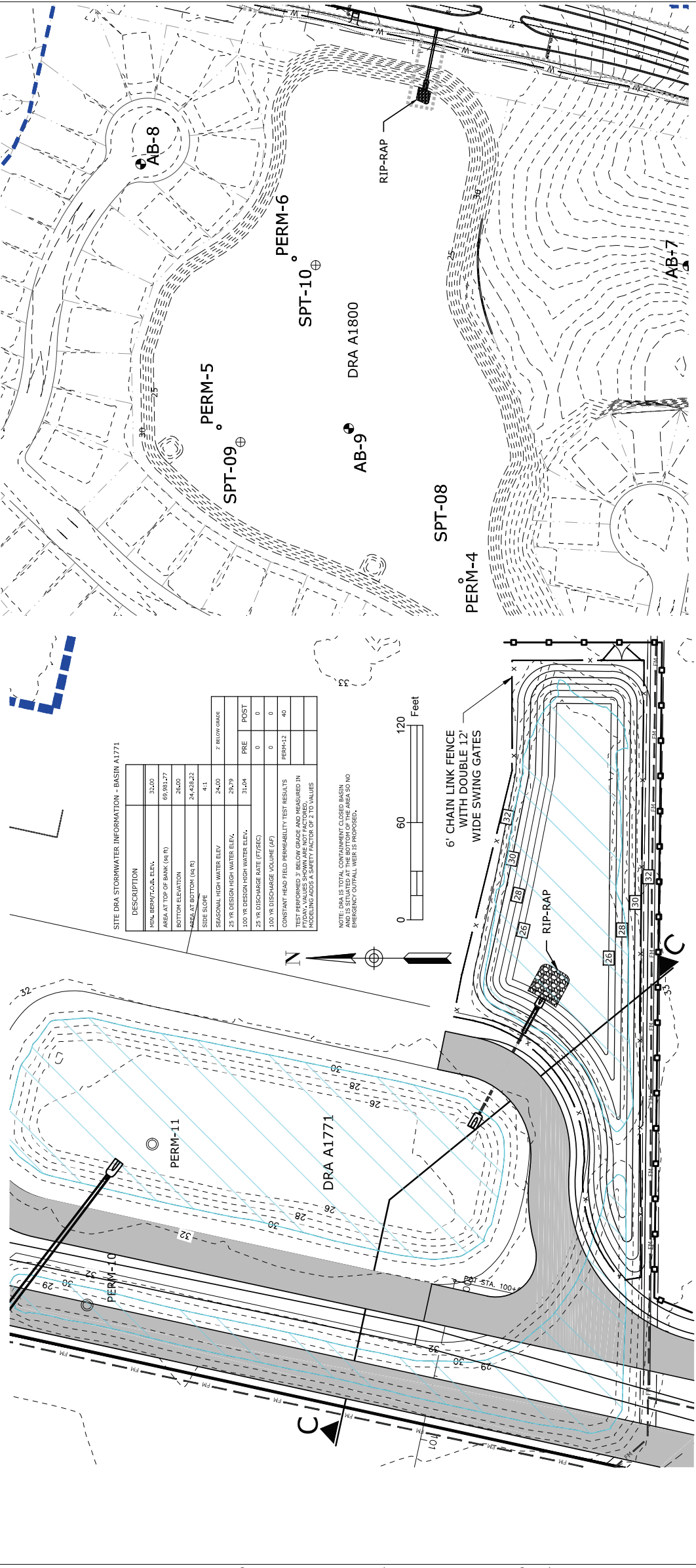
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DRA CROSS SECTION PLAN (11" X 17")
SOMERSET BAY
HERNANDO COUNTY, FLORIDA
1510464 2/10/26
DR-3
22005

PLANS REVIEWED FOR COMPLIANCE IN ACCORDANCE WITH THE HERNANDO COUNTY MUNICIPAL CODE WITH EXCEPTIONS NOTED
1510464 2/10/26

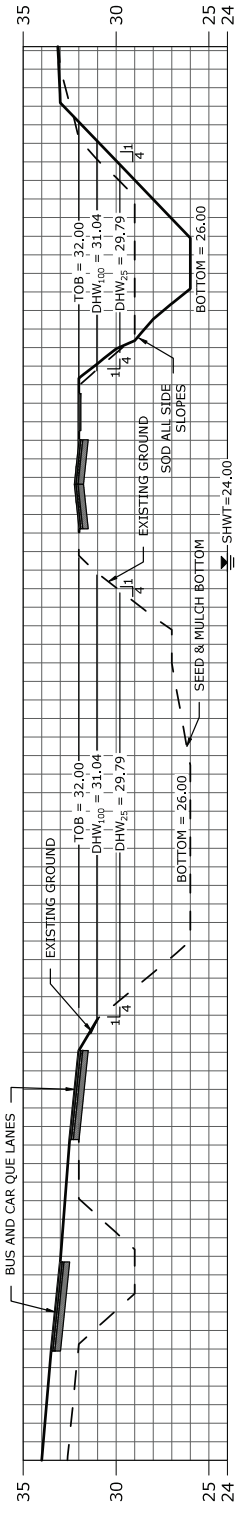
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HERNANDO COUNTY MUNICIPAL CODE WITH EXCEPTIONS NOTED
1510464 2/10/26



SITE DRA STORMWATER INFORMATION - BASIN A1771

DESCRIPTION	VALUE
MIN. BERM/FOOTB. ELEV.	25.00
AREA AT TOP OF BANK (SQ FT)	69,981.27
BOTTOM ELEVATION	26.00
AREA AT BOTTOM (SQ FT)	24,439.22
SIDE SLOPE	4:1
SEASONAL HIGH WATER ELEV.	26.00
25 YR DESIGN HIGH WATER ELEV.	26.79
100 YR DESIGN HIGH WATER ELEV.	31.04
25 YR DISCHARGE RATE (FT/SEC)	0
100 YR DISCHARGE RATE (FT/SEC)	0
CONSTANT HEAD FIELD PERMEABILITY TEST RESULTS	PERM-12
TEST PERFORMED 3'-4" BELOW GRADE AND MEASURED IN FT/DAY. VALUES SHOWN ARE NOT FACTORED. MODELING ADDS A SAFETY FACTOR OF 2 TO VALUES	40

NOTE: DRA IS TOTAL CONTAINMENT CLOSER BASIN AND IS SITUATED AT THE BOTTOM OF THE AREA SO NO EMERGENCY OUTFALL WEIR IS PROPOSED.



A1771 DRA SECTION C-C

1"=40' h
1"=8' v

SITE DRA STORMWATER INFORMATION - BASIN A1800

DESCRIPTION	VALUE
MIN. BERM/FOOTB. ELEV.	30.00
AREA AT TOP OF BANK (SQ FT)	383,154.62
BOTTOM ELEVATION	25.00
AREA AT BOTTOM (SQ FT)	341,566.05
SIDE SLOPE	4:1
SEASONAL HIGH WATER ELEV.	25.00
25 YR DESIGN HIGH WATER ELEV.	26.78
100 YR DESIGN HIGH WATER ELEV.	27.90
25 YR DISCHARGE RATE (FT/SEC)	0
100 YR DISCHARGE RATE (FT/SEC)	0
CONSTANT HEAD FIELD PERMEABILITY TEST RESULTS	PERM-4
TEST PERFORMED 3'-4" BELOW GRADE AND MEASURED IN FT/DAY. VALUES SHOWN ARE NOT FACTORED. MODELING ADDS A SAFETY FACTOR OF 2 TO VALUES	40

DATE	REV.	BY/REV. NO.	REVISION

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DRA CROSS SECTION PLAN (2)
SOMERSET BAY
HERNANDO COUNTY, FLORIDA
1510464 2/10/26
DR-4
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HERNANDO COUNTY OR STATE LAW
REGULATORY DIVISION

- ENVIRONMENTAL RESOURCE PERMIT (ERP), CONSTRUCTION SURFACE WATER MANAGEMENT PLAN
- PURPOSE: PREVENT EROSION AND SEDIMENT DEPOSIT IN WETLANDS/SURFACE WATERS OR ADJACENT PROPERTIES, PREVENT OFFSITE FLOODING, PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS.
- REGULATORY AGENCY: STATE OF FLORIDA WATER MANAGEMENT DISTRICTS
- APPLIES TO: ALL CONSTRUCTION PROJECTS UNLESS SPECIFICALLY EXEMPT BY RULE.
- RESPONSIBLE ENTITY: ENVIRONMENTAL RESOURCE PERMITTEE SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE.
- REQUIREMENTS: ALL PERMITTED PROJECTS SHALL PREPARE AND MAINTAIN A CONSTRUCTION SURFACE WATER MANAGEMENT PLAN (CSWMP) IN ACCORDANCE WITH F.A.C. 40B.05, RULES, PART B; BASIS OF REVIEW, SECTION 2.8.

MAJOR COMPONENTS OF THE CSWMP

- 1) SITE PLAN
- 2) TOPOGRAPHY AND HYDROLOGIC DATA
- 3) CONSTRUCTION DETAILS.
- 4) PROCEDURES TO CONTROL EROSION AND SEDIMENTATION.
- 5) PROCEDURES FOR STORMWATER MANAGEMENT.
- 6) BEST MANAGEMENT PRACTICES (BMPs).
- 7) INSPECTION RECORDS.

SEE THE FLORIDA STORMWATER EROSION AND SEDIMENTATION CONTROL INSPECTOR'S MANUAL, APRIL 2016 (OR LATEST EDITION) FOR ADDITIONAL INFORMATION, AND

CHAPTER 6, "THE FLORIDA DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT," (FDEP 1988) CONSTRUCTION SURFACE WATER MANAGEMENT RESPONSIBLE ENTITY

NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES)

PURPOSE: PREVENT THE DISCHARGE OF POLLUTANTS ASSOCIATED WITH CONSTRUCTION ACTIVITIES TO SURFACE WATERS OF THE STATE.

REGULATORY AGENCY: EPA AND STATE OF FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION

APPLIES TO: ALL CONSTRUCTION PROJECTS DISTURBING ONE (1) OR MORE ACRES OF LAND UNLESS SPECIFICALLY EXEMPT BY RULE.

RESPONSIBLE ENTITY: THE "OPERATOR" AS DEFINED IN F.A.C. 62-621.300(4)(a) SHALL BE RESPONSIBLE FOR ENSURING COMPLIANCE. TYPICALLY THE CONTRACTOR SHALL BE OPERATOR AND FILE NPDES NOTICE OF INTENT (NOI).

REQUIREMENTS: ALL NON-EXEMPT PROJECTS SHALL PREPARE AND MAINTAIN A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH F.A.C. 62-621. THE SWPPP SHALL BE COMPLETED PRIOR TO SUBMITTAL OF THE NOI AND MAINTAINED THROUGH THE LENGTH OF PROJECT.

MAJOR COMPONENTS OF THE SWPPP

- 1) SITE PLAN.
- 2) TOPOGRAPHY AND HYDROLOGIC DATA
- 3) PROCEDURES TO CONTROL EROSION AND SEDIMENTATION.
- 5) MEASURES TO CONTROL OTHER POLLUTANTS.
- 6) MAINTENANCE PROCEDURES.
- 7) INSPECTION RECORDS.
- 8) OPERATOR CERTIFICATION.

SEE "GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES", MAY 2003 (OR LATEST EDITION) FOR ADDITIONAL INFORMATION.

COMPLIANCE WITH NPDES GENERAL PERMIT CONDITIONS FOR CONSTRUCTION SITES SHALL BE THE CONTRACTOR'S RESPONSIBILITY INCLUDING SUBMITTAL OF THE NPDES NOTICES OF INTENT (NOI) AND TERMINATION (NOT) TO FDEP IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS.

CONTRACTOR IS ADVISED THAT THIS CONSTRUCTION PLAN SET DOES NOT FULFILL ALL REQUIREMENTS OF THE SWPPP. TO ENSURE COMPLIANCE, ADDITIONAL ITEMS TO BE SUPPLIED AND MAINTAINED ON SITE BY THE CONTRACTOR SHALL INCLUDE:

1. Certification Statement. In accordance with F.A.C. 62-621.305 all documents related to the NPDES permit, including Contractor's SWPPP, shall contain the following statement: "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with the requirements of applicable law. I am a duly licensed professional engineer or geologist in the State of Florida, and I am the person or persons who manage the system, or those persons directly responsible for gathering the information, to the best of my knowledge and belief, true accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".
2. Subcontractor's Statement. In accordance with document 62-621.300(4)(a), any subcontractors responsible for SWPPP activities shall sign a copy of the following statement "I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Construction Activities. I am a duly licensed professional engineer or geologist in the State of Florida, and I am the person or persons who manage the system, or those persons directly responsible for gathering the information, to the best of my knowledge and belief, true accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations".
3. Records. Contractors SWPPP shall contain Records of all inspections and maintenance activities as required by permits. A copy of the NOI shall also be kept with the SWPPP. Records are to be maintained for no less than 3 years after final stabilization of the site.
4. Amendments. Contractors SWPPP shall include any modifications to the "Plan" as may be required to address such items as specific construction phasing, changes to controls made in the field, or changes in responsible personnel.

The following documents may be consulted for additional guidance:

- WWW.DEP.STATE.FL.US/LEGAL/RULES/SHARED/62-621.PDF
 - WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES/DOCS/SWPPPTRAINING.PDF
 - OR FDEP CAN BE CONTACTED AT 1-850-245-7532 FOR ANY NPDES PERMIT REQUIREMENTS.
- INFORMATION CONTAINED IN THESE CONSTRUCTION PLANS IS INTENDED TO PROVIDE A STARTING POINT FOR THE CSWMP AND SHOULD BE USED AS A GUIDE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND BE PROVIDED BY THE RESPONSIBLE ENTITY TO INCLUDE: INSPECTION RECORDS, UPDATES, MODIFICATIONS, AND CERTIFICATIONS. REFERENCES MADE TO THE "PLAN" IN THE FOLLOWING NOTES REFERS BOTH TO THE CSWMP AND SWPPP AND SHALL BE CONSIDERED TO BE THE SAME. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND BE PROVIDED BY THE RESPONSIBLE ENTITY TO INCLUDE: INSPECTION RECORDS, UPDATES, MODIFICATIONS, AND CERTIFICATIONS.

EROSION/SEDIMENT CONTROL INSTRUCTIONS, DETAILS, AND NOTES AS PRESENTED THROUGHOUT THIS CONSTRUCTION PLAN SET.

PLANNED AMENDMENTS

THE PLAN SHALL BE AMENDED WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, OR MAINTENANCE, WHICH HAS A SIGNIFICANT EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS TO SURFACE WATERS OF THE STATE OR WETLANDS. ANY AMENDMENTS TO THE PLAN SHALL BE MADE IN WRITING AND SHALL BE APPROVED BY THE PERMITTEE OR THE ENGINEER. ANY AMENDMENTS TO THE PLAN SHALL BE SIGNED, DATED, AND KEPT AS ATTACHMENTS TO THE ORIGINAL PLAN.

SITE DATA

PROJECT NAME: EXPLORER BLVD ROADWAY EXT. / EXPLORER K-8 SITE IMPROVEMENTS
PROJECT DESCRIPTION: ROADWAY AND COMMERCIAL

LOCATION: S 13 T 23S R 7E
PROJECT SIZE: ± 18.84 AC SIZE OF DISTURBED AREA: ± 16.00 AC

SITE MAP: SEE CONSTRUCTION PLANS COVER SHEET
EXISTING TOPOGRAPHY: SEE CONSTRUCTION PLAN SHEET DR-1

PROPOSED TOPOGRAPHY: SEE CONSTRUCTION PLAN SHEET DR-2
PREDEVELOPMENT DRAINAGE MAP: SEE SHEET DR-1 & STORMWATER MANAGEMENT REPORT

POST-DEVELOPMENT DRAINAGE MAP: SEE SHEET DR-2 & STORMWATER MANAGEMENT REPORT
SCS SOIL DATA:

#	NAME	HSC	A
14	Candler	A	

ADDITIONAL DATA INCLUDING GEOTECHNICAL STUDY AND STORMWATER MANAGEMENT REPORT ARE AVAILABLE FROM THE ENGINEER.

RUNOFF COEFFICIENTS:

POST-DEVELOPMENT C VALUE = 0.1 UNPAVED
= 0.5 WITHIN PAVED RWY
= 0.6 DEVELOPED LOTS

DISCHARGE POINTS AND RECEIVING WATER OR MS4 (UP TO 100 YR / 24 HR EVENT)
CLOSED BASIN NO OFF-SITE DISCHARGE

FDOT PRECIPITATION ZONE: ZONE 6

WATER MANAGEMENT DISTRICT RAINFALL DATA:
10 YR / 24 HR = 7.5 INCHES
5 YR / 24 HR = 4.7 INCHES
100 YR / 24 HR = 12.5 INCHES

CONSTRUCTION ACTIVITIES

1. Sequence of Major Soil Disturbing Activities. The contractor shall base design and construction on the following sequence of activities before beginning other land disturbing activities. Remove perimeter controls only after all upstream areas are stabilized.

- A. Clearing, grubbing and earthwork for ponds (unless approved otherwise).
- B. Storm sewer construction. Install storm pipe in the upstream direction.
- C. Clearing and grubbing for utility installation.
- D. Clearing, grubbing and earthwork associated with pavement and buildings.
- E. Remove erosion control measures prior to final demobilization.

2. Areas of Soil Disturbing Activities. Any areas where permanent features are shown to be constructed shall be disturbed.

3. Areas to be Stabilized. All areas disturbed during construction shall be stabilized unless specifically shown otherwise.

CONTROLS

The following discussion defines general guidelines for the use of erosion/sediment controls and stabilization.

1. Temporary and permanent stabilization practices.
 - A. Temporary Seeding. Install at the limits of phasing in all locations where construction activities have ceased and the likelihood of erosion is high.
 - B. Temporary Grassing. Install at all locations where construction activities has temporarily stopped for a period to exceed 14 days.
 - C. Permanent planting, sodding and seeding: All disturbed areas not paved will ultimately receive permanent sodding, seed or mulch unless specifically shown otherwise in plans.
2. Structural Control. Intended to divert, store, retain or otherwise limit storm water flow. Structural controls shall be installed prior to any earthwork or construction activity.
 - A. Silt Fence: Shall be used:
 - around perimeter of project area
 - around wetlands or other surface waters,
 - where existing ground slopes away from the project,
 - or wherever there is potential for sediment to migrate offsite.
 Typical useful life of silt fence is 6 months.

Sheet flow areas may require additional silt fence.

NOTE: Additional silt fence may also be required to designate limits of construction, protect trees, or satisfy local development requirements. Stockpile areas shall include silt fence around the perimeter.

- A. Synthetic Hay Bales. May be used as temporary sediment barrier. The useful life of synthetic hay bales depends on exposure to ultra-violet light but is typically 3 months.
 - C. Rock Bags. May be used as temporary measure for inlet protection. Primary use shall be around curb type inlets.
 - D. Turbidity Barriers. Shall include stacked or floating type, as required, wherever there is a point source discharges from project area to surface water. Typical useful life of stacked turbidity barriers is 6 months.
- Sediment Basins for areas disturbing 10 acres or more. When discharge is to an Outstanding Florida Waterway. Storage must be sufficient to accommodate the 10 year / 24 hour storm.
- Requirement for sediment trap may be satisfied by utilizing the project storm water ponds. If so, ponds shall be cleaned of excess sediment prior to final acceptance.
4. Permanent storm water management controls. As individual phases of construction are performed, permanent control structures shall be installed.
 5. Other Pollutant Controls.

A. Waste Disposal: The Contractor shall be responsible for maintaining field records of their SWPPP activities including disposal of construction debris and waste.

The Contractor shall provide filter control and collection within the project boundaries during construction activities. Any fertilizer, hydrocarbon, or other chemical containers shall be disposed of by the contractor according to EPA standard practices as detailed by the manufacturer. No solid materials including building and construction debris shall be placed in, or discharged to, wetlands, surface waters or buried on site.

B. Offsite Vehicle Tracking: Loaded haul trucks shall be covered by a tarpaulin. In addition, the contractor shall utilize one or more of the following acceptable methods of control:

1. Excess dirt on paved roads shall be removed daily.
2. Soil Tracking Prevention Device may be used where vehicles leave the project area (or enter nearest paved road).
3. Contractor shall provide pollution control by implementing dust control with water application while dust generating activities are conducted.

C. Herbicides / Pesticides: Application rates shall conform to applicable local, state and federal regulations.

D. Toxic Substances: operation, migration of all toxic substances shall conform to applicable local, state and federal regulations. Containment areas shall be provided whenever potentially hazardous materials are stored on site.

E. Stockpiles: Stockpiles should not be situated so that natural drainage be obstructed and no effluents sediment occurs. Soil stockpiles should be protected or adequately covered from stormwater during construction. Simple protection measures can include silt fence or a trench around the base of the stockpile. A tarp or temporary seeding may also provide adequate cover for a soil stockpile. Stockpiles should not be placed near the perimeter of the site, near a waterbody or storm drain inlet, or within 10 feet of an infiltration/exfiltration system. If a stockpile is to remain for an extended period of time adequate long term stabilization and maintenance is required and a minimum should include silt fence and permanent seeding with regular monitoring and maintenance.

F. Dust Control: In addition to "Temporary and permanent stabilization practices" described in Item 1 above, during construction/excavation operations periodic watering of exposed soil will be used to control dust. The use of calcium chloride, salt, or other dust control agents is not permitted.

No non-stormwater discharges to surface waters, wetlands or the MS4 shall be allowed except as specifically approved by applicable permits and regulations.

MAINTENANCE

The Contractor shall be responsible for daily inspection and maintenance of all control devices throughout the construction phase and removal of control devices when no longer necessary.

The following practices shall be used to maintain controls.

1. The Contractor shall maintain rain gages on the project site and keep a record of daily rainfall.
2. The Contractor shall check and ensure proper operation of the controls. If a repair is necessary, it shall be initiated within 24 hours of the inspection.
3. Build-up sediment shall be removed when it has reached 1/2 the height of barrier.
4. Any control which are not functioning as intended shall be repaired or replaced.
5. Sediment sumps, if designed and installed, should have sediment removed as necessary to allow for efficient removal of suspended particles. They should be re-excavated to the design finish grade elevation, if sited in.

Temporary and permanent seeding shall be inspected for bare spots, washouts, and healthy growth. Soil tracking prevention devices shall be maintained to prevent churning or rock feeding which may impede usefulness of the stockpile.

NOTE: The PERMITTEE is responsible for ensuring that all controls are properly maintained during and after construction.

INSPECTION AND DOCUMENTATION PROCEDURES

The Contractor shall be responsible for completing weekly inspection report form and maintaining documentation for 3 years following final stabilization. The Contractor shall submit copies of these reports to the permittee for review and approval. Payment for work shown within these construction plans. Additional inspection and documentation must be completed within 24 hours after any significant rainfall event.

NOTE: For NPDES, a significant rainfall shall be 0.5 inches or greater. For EBP, a significant rainfall shall be 0.25 inches or greater. To eliminate confusion, Contractor shall use the term "significant rainfall" to mean 0.25 inches or greater.

For projects with minimal potential for discharge to surface waters, it may be possible to adjust this criteria. Contact the Engineer for details.

Where sites have been permanently stabilized, inspections/reports shall be conducted at least once per month until construction activities have ceased and NOT has been submitted.

Minimum inspection requirements shall include:

- Points of discharge to wetlands or the State of Florida (i.e. storm sewer).
- Disturbed areas of the site that have not been stabilized.
- Areas used for storage of materials that may create a pollution source (i.e. stockpiles, fuel drums, construction debris) and are exposed to rainfall.
- Structural Control.
- Locations where vehicles enter and exit the site.

The Contractor shall initiate repairs / corrections within 24 hours of any items found to be in non-compliance with the associated permits. PLANS REVIEWED FOR COMPLIANCE WITH APPLICABLE PERMITS AND REGULATIONS OF HERNANDO COUNTY, FLORIDA AND STATE LAW.

NOTE: Specific conditions of all permits may require additional activities above and beyond those outlined above. Check all permit conditions as issued by regulatory agencies to ensure compliance.



COASTAL
DESIGN CONSULTANTS

PRIMAVERA CONSULTING GROUP, INC.
REGISTERED PROFESSIONAL ENGINEER
& SEALED BY REGISTERED PROFESSIONAL ENGINEER

HUNTER P. BROWN, P.E.
FL. REG. NO. 74864

Engineering Planning Environmental Transportation Construction Management

engineering associates, inc.

966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-9423 Fax (352) 799-6359
EB-00001142

REUSE OF DOCUMENT

THIS DOCUMENT IS THE PROPERTY OF ENGINEERING ASSOCIATES, INC. AND IS LOANED TO YOU FOR YOUR PROJECT ONLY. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF ENGINEERING ASSOCIATES, INC.

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SWPP NOTES

SOMERSET BAY

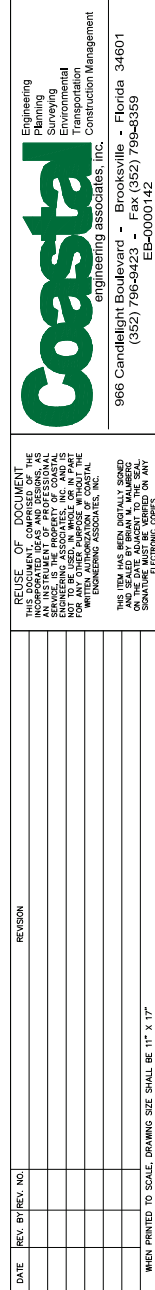
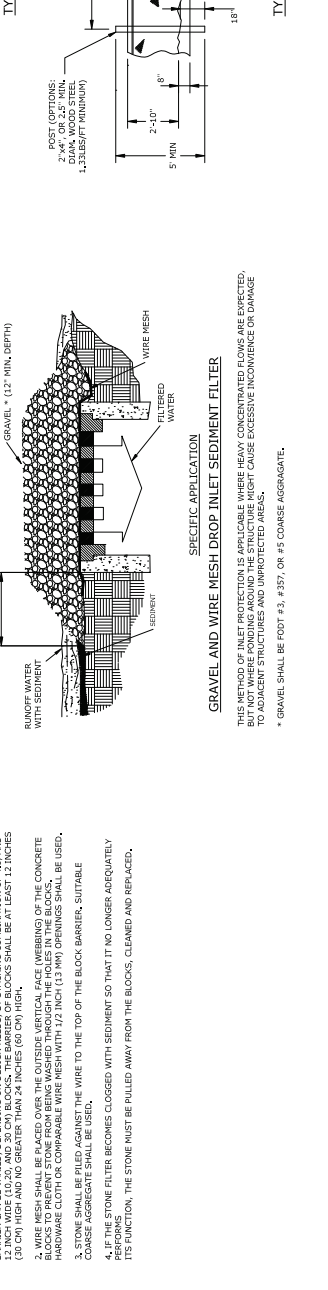
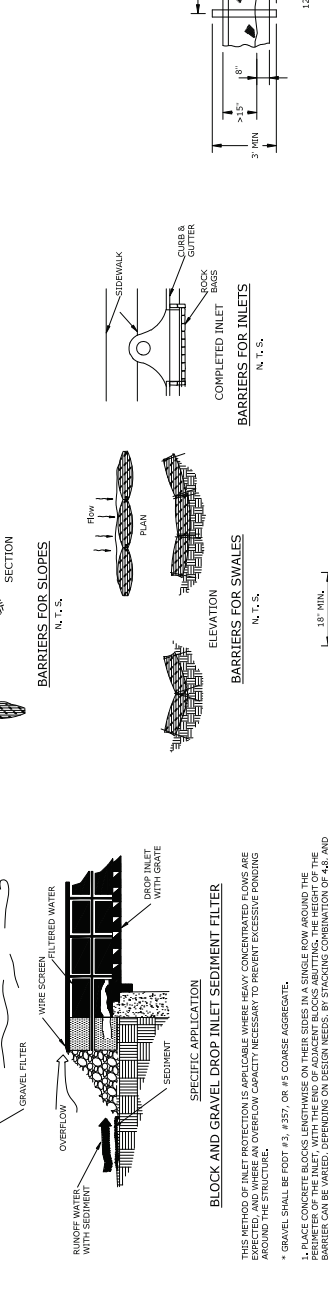
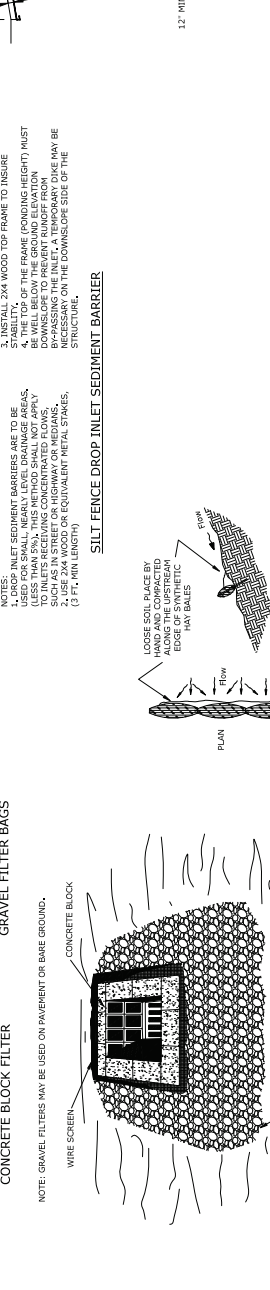
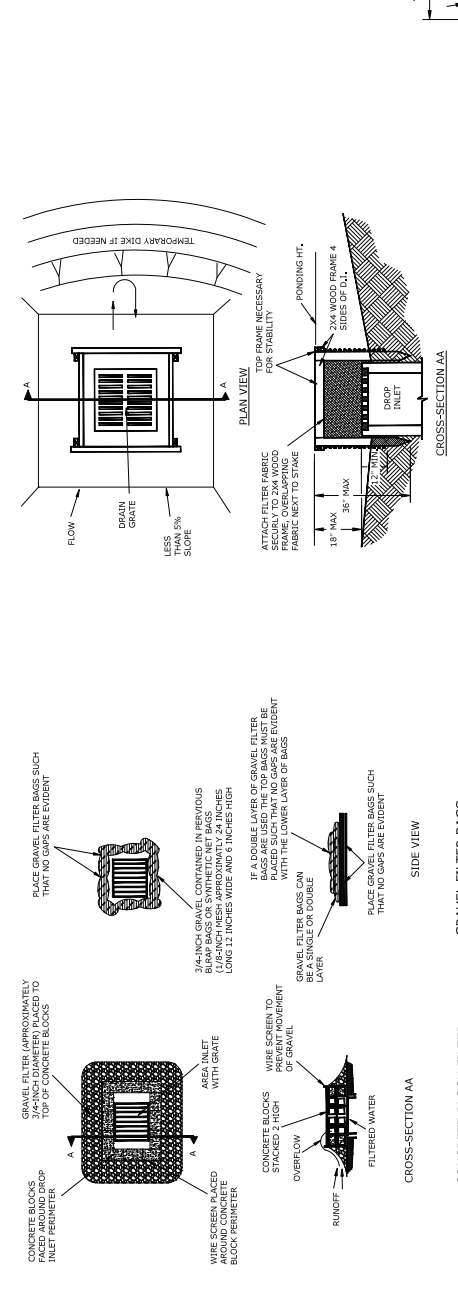
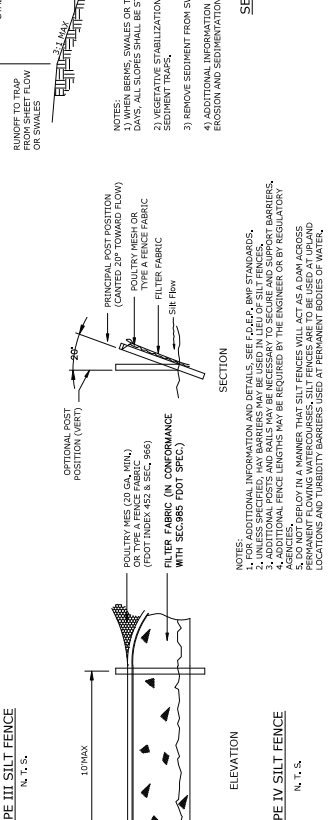
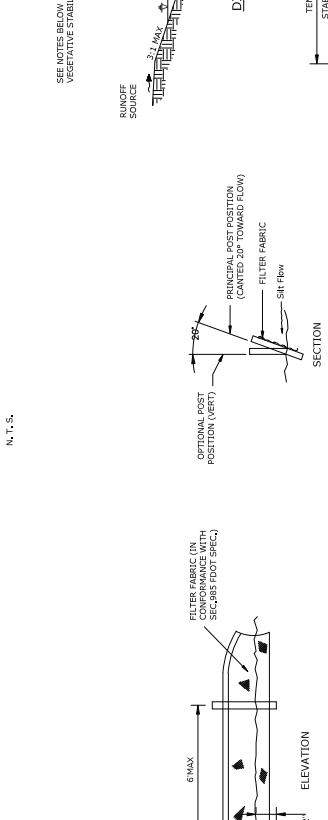
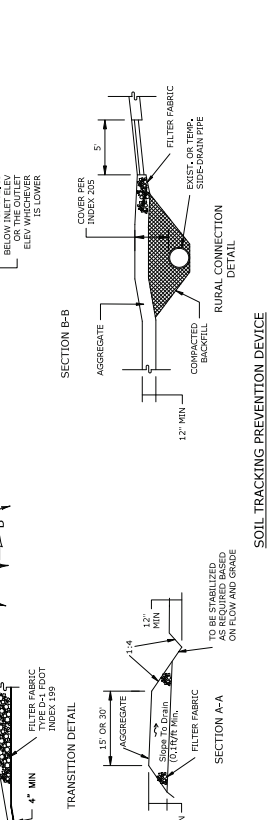
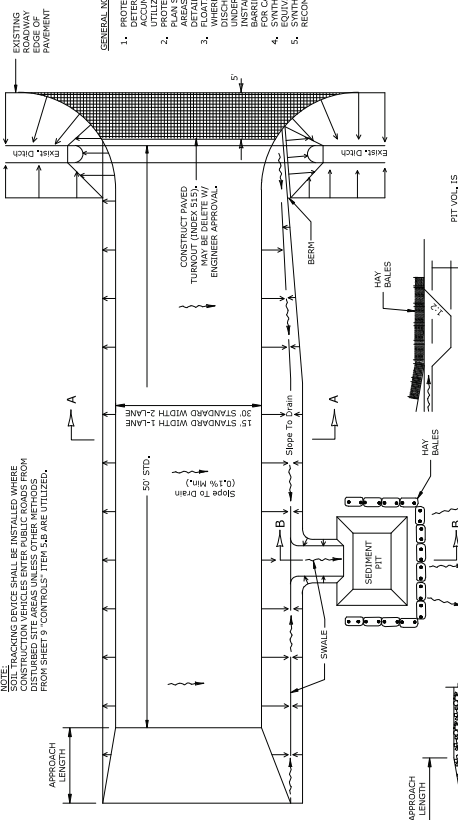
HERNANDO COUNTY, FLORIDA

THE ESSENCE OF THE SHEET SHALL NOT BE CHANGED WITHOUT THE PERMISSION OF HERNANDO COUNTY OR STATE LAW.

REGULATORY NUMBER

EC-1

1510464 2/10/76



DATE	REV.	BY	REV. NO.	REVISION

WHEN PRINTED TO SCALE, DRAWING SIZE SHALL BE 11" X 17"

SWPP DETAILS

SOMERSET BAY

HERNANDO COUNTY, FLORIDA

COASTAL DESIGN CONSULTANTS

engineering associates, inc.

966 Candlelight Boulevard - Brooksville - Florida 34601
(352) 796-9423 FAX (352) 799-6359
EB-00001142

DESIGNED BY: HUNTER P. BROWN, P.E.
FL. REG. NO. 74864

SEALING BY: REGISTERED PROFESSIONAL ENGINEER

REUSE OF DOCUMENT: THIS DOCUMENT IS THE PROPERTY OF COASTAL DESIGN CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THE DRAWING. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF COASTAL DESIGN CONSULTANTS, INC.

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

* GRAVEL SHALL BE FOOT #3, #357, OR #5 COARSE AGGREGATE.

1. PLACE CONCRETE BLOCKS LONGEST ON THEIR SIDES IN A SINGLE ROW AROUND THE PERIMETER OF THE INLET, WITH THE END OF ADJACENT BLOCKS BUTTING. THE HEIGHT OF THE BLOCKS SHALL BE AT LEAST 12 INCHES (30 CM) HIGH AND NO GREATER THAN 24 INCHES (60 CM) HIGH.

2. WIRE MESH SHALL BE PLACED OVER THE OUTSIDE VERTICAL FACE (WEBBING) OF THE CONCRETE BLOCKS TO PREVENT STONE FROM BEING WASHED THROUGH THE HOLES IN THE BLOCKS. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH (13 MM) OPENINGS SHALL BE USED. COARSE AGGREGATE SHALL BE USED.

3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE BLOCKS, CLEANED AND REPLACED.

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3. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE BLOCKS, CLEANED AND REPLACED.

1. WHEN BERMS, SWALES OR TRAPS SHALL REMAIN IN PLACE FOR MORE THAN 30 DAYS, THE TRAPS SHALL BE STABILIZED WITH SOIL OR SEDIMENT.

2. SOIL TRACKING STABILIZATION SHALL NOT BE REQUIRED FOR THE BOTTOM 6" OF SEDIMENT TRAPS.

3. REMOVE SEDIMENT FROM SWALES AND TRAPS WHEN THE DEPTH REACHES 6".

4. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE FLORIDA STORMWATER DESIGN AND OBSERVATION MANUAL, INSPECTOR'S MANUAL, JULY 2004.

SEDIMENT TRAPS SHALL NOT BE IN ACCORDANCE WITH THE SECTION IN ACCORDANCE WITH THE SECTION IN T. S. HERNANDO COUNTY WAJNOCODE WITH EXCEPTIONS NOTED

15100464 2/10/26

THE ESSENTIAL OF THIS SHEET SHALL NOT BE CHANGED WITHOUT THE APPROVAL OF ANY CITY, COUNTY OR STATE LAW REGULATORY AGENCY

EC-2

22005

Exhibit “D”

Form of Drainage Easement Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

DRAINAGE EASEMENT AGREEMENT

THIS **DRAINAGE EASEMENT AGREEMENT** (the “Easement”) is made and entered into as of the ____ day of _____, 202_ (the “Effective Date”), by and between by and between **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 (“Somerset”), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the “District”). Somerset and District are each individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Somerset is the owner of that certain real property located in Hernando County, Florida (the “County”), more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“Somerset Property”); and

WHEREAS, District is the owner of that certain real property located in the County, more particularly described on Exhibit “B” attached hereto and incorporated herein by this reference (“District Property”); and

WHEREAS, Somerset is connecting one of District’s existing drainage retention areas to a new drainage pond on the Somerset Property as set forth on Exhibit “C” attached hereto and incorporated herein (collectively, “Utilities”), and Somerset hereby agrees to accept the detention, retention and drainage from the District Property over, across, on and to the pond (“Somerset Pond”) on the Somerset Property (the “Drainage”); and

WHEREAS, District requires a perpetual, non-exclusive easement over the Somerset Property for the Drainage (collectively, the “Drainage Easement”).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.
2. Grant of Drainage Easement. Somerset does hereby grant, bargain, sell, and convey to District a non-exclusive, permanent easement over and across the Somerset Property, for the benefit of the District Property, for the Drainage. The Drainage shall include

storm water drainage over, under, across and through the Somerset Property to the Somerset Pond. This Easement and rights hereunder shall at all times be subject to the rights of Somerset. Somerset hereby reserves unto itself, and its successors and assigns, the right to utilize the Somerset Property for such purposes as deemed necessary, advisable, appropriate or convenient by Somerset that do not materially adversely affect rights under this Easement.

3. Maintenance. Somerset shall, at Somerset's sole expense, maintain the Utilities in a similar condition as it existed as of the date this instrument was executed by District. Somerset shall not construct any improvements or alter the Utilities in any way without District's prior written consent, except for such improvements and alterations as are necessary to construct and maintain drainage utilities capable of accommodating all current and future stormwater runoff from District Parcel in which case Somerset shall provide the District with prior written notice of such alterations and shall coordinate such construction and alterations with the District. Somerset, at Somerset's expense, shall provide all regular maintenance of the Utilities. If Somerset does not complete such repair or maintenance, District shall have the right, but not the obligation, to make such repair or maintenance, in which event Somerset shall pay District the cost thereof within thirty (30) days after receipt of written notice from District demanding such reimbursement. If any such bill is not paid within thirty (30) days after receipt, interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per year.
4. Covenants Running with Land. The easements and covenants herein shall be easements and covenants running with the land and shall inure to the benefit of and be binding on Somerset Property and District Property, and all future owners of all or any portion thereof, their respective successors and assigns, and all persons claiming under them.
5. Construction. The rule of strict construction shall not apply to the temporary easement rights granted by this Easement. The temporary easement rights granted by this Easement shall be given a reasonable construction and shall be deemed to incorporate and contain such other reasonable terms and provisions as are necessary to carry out the intent of the Parties as set forth in this Easement. No provision of this Easement shall be construed or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority or arbitrator by reason of either Party being deemed
6. Notice. Notice shall be delivered to the addresses contained herein, or as further directed by either party upon written notice to the other party, and shall be deemed to have been given upon (a) receipt by recipient if personally delivered, (b) delivery to a recognized courier, delivery service such as Federal Express, or postmark by the U.S. Postal Service, or (c) delivery by electronic mail provided that the receiving party provides acknowledgment of receipt:

Somerset: Somerset Land, LLC.
Ron Bastyr, Manager
18125 Wayne Road

Odessa, Florida 33556
Email: ronbastyr@yahoo.com

District: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: Superintendent
Email: pinder_r@hcsb.k12.fl.us

With a copy to: SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA
919 North Broad Street
Brooksville, FL 34601
ATTN: School Board Attorney & General Counsel
Email: mockler_c@hcsb.k12.fl.us

And: GRAY ROBINSON, P.A.
Attn: Kristin Kowaleski, Esq.
101 East Kennedy Blvd, Suite 4000
Tampa, Florida 33602
Email: Kristin.kowaleski@gray-robinson.com

Either party hereto may change the address for Notice specified above by giving the other party ten (10) days' advance written notice of such change of address. Notices given otherwise than by mail shall be deemed given upon actual receipt thereof.

7. No Third-Party Beneficiaries. This Easement is for the benefit of the Parties hereto only, and no third party shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. No person or entity shall be deemed a beneficiary of the terms of this Easement, unless specifically provided for herein. This Easement shall not constitute a dedication to the public, and no person or entity shall have any rights or entitlements pursuant to the terms of this Easement, including, without limitation, the right to utilize the Temporary Easement Area, except as specifically set forth herein.
8. Amendments and Waivers. This Easement shall not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hernando County or by court order. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Easement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Easement.

9. Immunity. Nothing in this Easement shall be deemed or construed as a waiver of immunity or limits of liability of District to the extent provided by Section 768.28, *Florida Statutes*, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
10. Miscellaneous. This Easement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Easement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Easement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Easement; and each provision of this Easement shall be valid and enforceable to the fullest extent permitted by law. This Easement shall be construed in accordance with the laws of the State of Florida. The section headings in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof. Where the sense of this Easement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Easement shall be construed to make the Parties hereto partners or joint ventures or render either of said Parties liable for the debts or obligations of the other. This Easement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Easement. This Easement shall be governed in accordance with Florida Law. Venue for any dispute arising under this Easement shall lie exclusively in the courts located in Hernando County, Florida.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Somerset has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 202__, by _____, as _____ of **SOMERSET LAND, LLC**, a Florida limited liability company, on behalf of the company, and who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

[Signatures Continues on Following Page]

IN WITNESS WHEREOF, District has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

DISTRICT:

Print Name: _____
Address: _____

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 202__, by _____, as _____ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who is personally known to me, or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

Exhibit “A” to Easement Agreement

Legal Description of Somerset Property

[To be provided prior to Closing]

Exhibit “B” to Easement Agreement

Legal Description of District Property

[To be provided prior to Closing]

Exhibit "E"

Nongovernmental Entity Human Trafficking Affidavit
Section 787.06(13), Florida Statutes

I, the undersigned, am an officer or representative of SOMERSET LAND, LLC, a Florida limited liability company and attest Somerset Land, LLC does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

SOMERSET LAND, LLC, a Florida limited liability company

By: _____

Print Name: _____

Print Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of SOMERSET LAND, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature

Print Notary Name: _____

My commission expires: _____

I, the undersigned, am an officer or representative of ACTS 88, LLC, a Florida limited liability company, a Florida limited liability company and attest ACTS 88, LLC, a Florida limited liability company does not use coercion for labor or services as defined in section 787.06, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

ACTS 88, LLC, a Florida limited liability company

By: _____
Print Name: _____
Print Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of ACTS 88, LLC, a Florida limited liability company, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

Exhibit "F"

Form of Short Form and Memo of Transfer Agreement

PREPARED BY AND AFTER
RECORDING RETURN TO:
Kristin Kowaleski, Esquire
GrayRobinson, P.A.
PO Box 3324
Tampa, Florida 33601

SHORT FORM AND MEMORANDUM OF TRANSFER AGREEMENT

THIS **SHORT FORM AND MEMORANDUM OF TRANSFER AGREEMENT** (“Memorandum”) is made and entered into as of the ___ day of _____, 202__ (the “Effective Date”), by and between by and between **ACTS 88, LLC**, a Florida limited liability company with a mailing address of PO Box 10779, Brooksville, Florida 34603 (“Acts 88”), **SOMERSET LAND, LLC**, a Florida limited liability company, with a mailing address of 18125 Wayne Road, Odessa, Florida 33556 (“Somerset”) (collectively, Somerset and Acts shall be referred to as the “Developer”), and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, whose address is 919 North Broad Street, Brooksville, FL 34601 (the “District”). Developer and District are each individually referred to herein as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, District is the owner of that certain real property located in Hernando County, Florida (the “County”), known as Explorer K-8 and identified as Hernando County Parcel No.: R13 423 17 0000 0010 0010 (“District Property”); and

WHEREAS, District and Developer entered into a Transfer Agreement dated effective _____, 2026 (as amended from time to time, the “Transfer Agreement”) pursuant to which, Somerset has agreed to transfer to District, and District has agreed to acquire from Somerset, a portion of the Somerset Property depicted on Exhibit “A” attached hereto and incorporated herein, and Acts has agreed to transfer to District, and District has agreed to acquire from Acts, a portion of the Acts Property depicted on Exhibit “B” attached hereto and incorporated herein, both parcels are together with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and interests and subsurface rights and interests, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the “Developer Property”) all in accordance with the terms and conditions contained in the Transfer Agreement; and

WHEREAS, pursuant to the term so the Transfer Agreement, Developer agreed to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, queuing, and a new marquee of similar or better quality for the School for the District’s school as well as construction and upgrading of District’s drainage (collectively, the “Improvement Work”), as more contemplated in that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (as amended and updated, the “Development Agreement”); and

WHEREAS, the Parties desire to enter into this Short Form and Memorandum of Transfer Agreement to give notice of said obligations under the Transfer Agreement to all future assignees and developers of the Developer Property and Explorer Boulevard.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as if set forth herein verbatim.

2. Developer's Improvement Work. Pursuant to the Development Agreement, Developer is required, without limitation, to complete the Improvement Work. The parties agree that the plans attached to the Transfer Agreement (the "Plans") have been approved by the District, the County, and Duke Energy Florida LLC, a Florida limited liability company ("Duke") and shall be subject to the approval by any and all jurisdictions having authority over the Improvement Work (collectively, any and all jurisdictions having authority over the Improvement Work shall be referenced as the "Governing Authority"). Any modifications to the Plans attached hereto must be approved in writing by the District's governing board and any Governing Authority.

(d) Timing of Improvement Work. District acknowledges that the timing of the Improvement Work will be governed by the need for access as additional phases of Somerset Bay are developed. Upon submission of the conditional plat application for the next phase of development of Somerset bay, a traffic study or transportation impact analysis which complies with the requirements of the Adequate Public Facilities Ordinance (2009-18) (as may be amended or updated) and is signed and sealed by a licensed Professional Engineer (PE), licensed to practice in the State of Florida, shall be prepared at the Developing Party's (as defined hereinbelow) sole cost. If (i) such traffic study or analysis determines that the proposed development phase causes or contributes to traffic impacts that exceed the adopted level of service standards for any affected roadway segment, intersection, or transportation facility, or that otherwise fails to satisfy applicable transportation concurrency requirements, or (ii) the County independently elects to improve the portion of Explorer Boulevard that is the subject of the Dedication, either such event shall constitute a "Triggering Event". The effective date of the Triggering Event under clause (i) shall be the date of conditional plat approval, and the effective date of the Triggering Event under clause (ii) shall be the date the County breaks ground on Explorer Boulevard. Upon the occurrence of a Triggering Event, the party (the "Developing Party") developing such Phase (i.e., Acts 88, Somerset or their successors and/or assigns) shall commence the Improvement Work within eighteen (18) months from the date of the applicable Triggering Event ("Commencement Deadline"), and shall complete the Improvement Work within eighteen (18) months from the date of commencement ("Completion Deadline"), unless such deadlines are modified by the applicable Governing Authority or by mutual written agreement of the Developing Party and District. If at any time prior to approval of the conditional plat, the County reasonably determines that a traffic study or transportation assessment is necessary, either the County or the District may request that such study be performed, and Developing Party shall cause the same to be completed at the Developing Party's sole cost and expense.

(e) Compliance. All Improvement Work to be completed by Developing Party shall be completed in accordance with the Governing Authority, local and state laws, regulations, ordinances and building codes and shall be completed by appropriate licensed, insured and bonded contractors in a good and workmanlike manner. Developing Party shall be solely responsible for obtaining any and all permits, approvals, and authorizations required by the Governing Authority or regulatory agency in connection with the construction of the Improvement Work, including, without limitation, the District. Developing Party shall submit all required plans and documents to the District (and its third-party building official, if applicable) for review and approval prior to commencement of construction. Developing Party shall pay, at its sole cost and expense, all fees, charges, and expenses assessed by the District's third-party building official or any other reviewing agency for plan review, permitting, and inspections associated with the construction of the Improvement Work. Developing Party shall also comply with all conditions of such permits and approvals and shall promptly provide the District with copies of all permits and inspection reports upon request.

(f) Coordination of Construction. Developing Party shall provide the District with at least ninety (90) days' prior written notice before commencement of the Improvement Work. Developing Party shall coordinate with the District to create a schedule for the Improvement Work for the minimal disruption of School operations. This plan shall be mutually approved by both parties and such approval shall not be unreasonably withheld. Developing Party shall maintain continuous, safe, secure, and convenient access for School buses, staff, parents, emergency vehicles, and students at all times during construction. Any temporary detours or closures affecting access routes shall be coordinated no less than seventy-two (72) hours in advance with the District and shall not occur during School arrival or dismissal hours unless expressly approved in writing by the District. Developing Party shall implement appropriate traffic control measures, signage, and flagging personnel as necessary to ensure safe and efficient traffic flow during all construction activities. Developing Party shall provide the District with at least seventy-two (72) hours' prior written notice before commencement of any construction activities impacting or disrupting utilities serving the School. A traffic control plan, temporary fencing plan, or construction staging plan, if required by the District or Governing Authority, shall be submitted for review and approval prior to commencement of construction. Developing Party shall coordinate construction schedules with the District's Director of Facilities and Construction, or other designee, to minimize disruption to School operations, including testing periods, events, and transportation schedules. Construction activities generating excessive noise, dust, or vibration shall be restricted during regular School hours to the extent reasonably practicable. Any damage to School access drives, parking areas, sidewalks, or related infrastructure caused by construction activities shall be promptly repaired or restored by Developing Party, at its sole cost and to the District's satisfaction.

(g) District Rights Prior to Closing. Developer expressly acknowledges the District's rights to use the Property pursuant to that certain easement recorded in Official Records Book 2102, Page 979, of the Public Records of Hernando County, Florida (the "Easement"). From and after the Effective Date through and including the Closing, Developer shall not, and shall not permit any other party to, interfere with, impair, revoke, terminate, modify, alter, encumber, or otherwise adversely affect the Easement or the District's rights thereunder. Developer further covenants that, aside from the Improvement Work, it shall not cause or allow any construction, development activity, obstruction, grading, utility work, or other condition within the Easement

area that would materially or adversely impact the District's use, access, operation, or enjoyment of the Easement during such period. These obligations shall be absolute, unconditional, and shall survive the Closing. Until commencement of the Improvement Work, Explorer Boulevard and the School access shall continue to operate in their current condition, and Developer shall not make any changes that interfere with such operation.

(h) Drainage Easement. In connection with the grading and slope alterations that are necessary for Developing Party's construction of the Improvement Work, District will be required to obtain a perpetual, non-exclusive drainage easement from Somerset over, upon, across, through and under a portion of Somerset Property. At Closing, Somerset and District will execute and record a Drainage Easement Agreement in the form attached to the Transfer Agreement.

(i) District Takeover Rights. If Developing Party does not commence the Improvement Work by the Commencement Deadline or complete the Improvement Work by the Completion Deadline, then District, at District's sole option, may elect (by providing written notice of such election to the Developing Party) to complete installation of the Improvement Work in a timely manner in accordance with the Plans for such Improvement Work, in which case all direct costs and expenses incurred by District in doing so shall be payable to District from Developing Party plus an amount equal to ten percent (10%) of such direct costs and expenses. All payment requests from District under this section shall be paid within fifteen (15) days after receipt of such invoice and receipts therefor, after which such amounts shall bear interest at ten percent (10%) per annum until paid.

(j) Default. Notwithstanding and in addition to Section 15 of the Transfer Agreement, in the event Developing Party fails to comply with any term or condition of this Section, including but not limited to restoration obligations, or time limitations, District shall have the right, upon written notice to Developing Party, to pursue any and all remedies available at law or in equity. Developing Party shall be responsible for all costs and expenses incurred by District in enforcing the terms of this Section, including reasonable attorneys' fees and costs (whether incurred before or after litigation, at trial or on appeal). The rights and remedies provided herein are cumulative and in addition to any other rights and remedies available under applicable law or under the terms of the Transfer Agreement.

3. Successors; Assignment. The Transfer Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. If title to the Somerset Property or the Acts Property is conveyed to a third party at any time, Developer shall provide the District with at least thirty (30) days' prior written notice of such transfer, and any party acquiring title shall be substituted, in all respects, for Acts 88 and/or Somerset (as applicable) with respect to the obligations that run with the land). Any assignee shall assume all of Developer's obligations under the Transfer Agreement pursuant to an Assignment and Assumption Agreement acceptable to the District.

4. Covenants Running with the Land. The Parties acknowledge and agree that the obligations of Developer set forth in the Transfer Agreement, as evidenced by this Memorandum, are intended to and shall run with the land, and shall be binding upon Developer and all successors, assigns, transferees, purchasers, and any other parties acquiring an interest in the Developer Property, whether voluntary or involuntary. The benefits of such obligations shall inure to the

District and its successors and assigns. Developer expressly agrees that any conveyance, assignment, or transfer of the Developer Property shall be made subject to the Transfer Agreement and the Memorandum.

5. Miscellaneous. All capitalized terms not otherwise defined in this Memorandum shall have the meaning ascribed thereto in the Transfer Agreement. Reference is hereby made to the Transfer Agreement for a more complete description of the terms. In the event of any conflict between terms and provisions of this Memorandum and the Transfer Agreement, the terms and provisions of the Transfer Agreement shall prevail and control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Developer has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

ACTS 88:

ACTS 88, LLC, a Florida limited liability company

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____, as _____ of ACTS 88, LLC, a Florida limited liability company, on behalf thereof, who is personally known to me, or produced _____ as identification.

[AFFIX NOTARY SEAL]

Notary Public Signature
Print Notary Name: _____
My commission expires: _____

[Signatures Continues on Following Page]

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____

SOMERSET:

SOMERSET LAND, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2026, by _____, as _____ of **SOMERSET LAND, LLC**, a Florida limited liability company, on behalf of the company, and who is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

[Signatures Continues on Following Page]

IN WITNESS WHEREOF, District has caused this instrument to be duly executed in its name by the undersigned as of the date first above written.

WITNESSES:

DISTRICT:

Print Name: _____
Address: _____

THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF HERNANDO)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____, as _____ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida, on behalf of the School Board, and who is personally known to me, or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
My Commission Expires:
My Commission Number:

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

EXHIBIT-A LEGAL DESCRIPTION (EX-A)

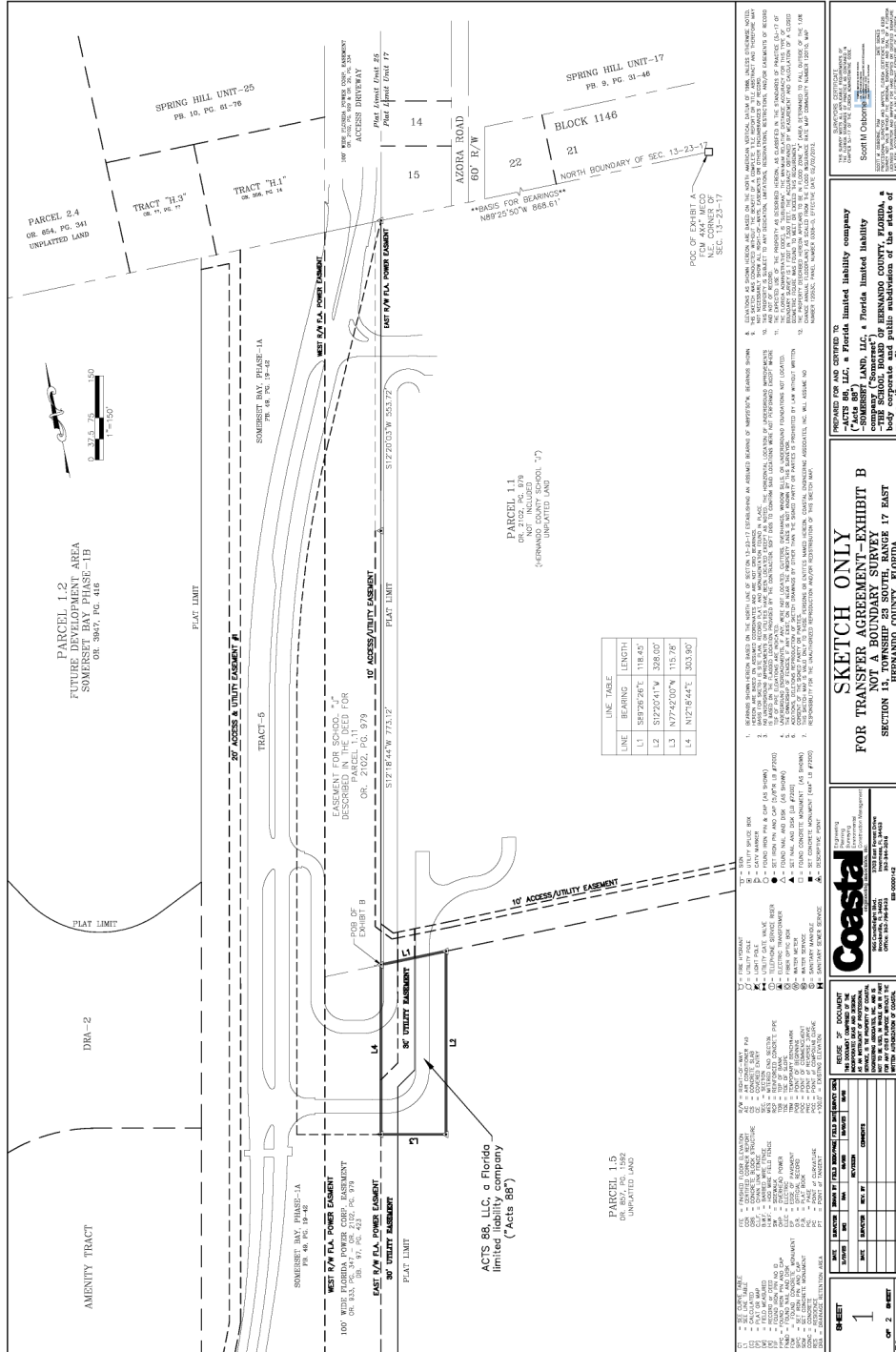
COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 1077.02 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, RUN N77°42'00"W, 150.07 FEET; THENCE N12°18'00"E, 758.26 FEET TO A POINT OF CURVATURE TO THE RIGHT. SAID CURVE BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 2033.00 FEET, A CENTRAL ANGLE OF 13°22'52", AND A CHORD BEARING AND DISTANCE OF N18°59'26"E, 473.72 FEET; THENCE ALONG THE ARC OF SAID CURVE 474.79 FEET; THENCE N25°40'52"E, 322.20 FEET TO A POINT OF CURVATURE TO THE LEFT. SAID CURVE BEING CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 3861.13 FEET, A CENTRAL ANGLE OF 1°20'59", AND A CHORD BEARING OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT, AND THE POINT OF BEGINNING.

CONTAINING 4.48 ACRES MORE OR LESS.

Exhibit "B" to Memorandum

Legal Description of Acts Property

NOTE: Legal description and acreage of the Property to be confirmed and updated as necessary upon receipt of the Survey



LINE	BEARING	LENGTH
L1	S 72° 22' 41" W	118.45
L2	S 72° 22' 41" W	238.00
L3	N 77° 42' 00" E	115.78
L4	N 27° 18' 44" E	103.90

FOR TRANSFER AGREEMENT - EXHIBIT B
NOT A BOUNDARY SURVEY
 SECTION 17 EAST
 HERNANDO COUNTY, FLORIDA

SKETCH ONLY

Coastal
 1000 N. W. 10th Street, Suite 100
 Ft. Lauderdale, FL 33304
 Phone: 954-561-1111
 Fax: 954-561-1112
 www.coastal.com

DATE OF SURVEY: 08/14/2015

SCALE: 1" = 150'

PROJECT: 1

SHEET: 2 OF 2

DATE: 08/14/2015

TRANSFER AGREEMENT EXHIBIT B LEGAL DESCRIPTION (EX-B)

COMMENCING AT THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 13, RUN N89°25'50"W, 868.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF A 100 FOOT WIDE POWER EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 933, PAGE 347 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°20'03"W, 553.72 FEET; THENCE S12°18'44"W, 773.12 FEET TO THE SOUTH LINE OF PARCEL 1.1 (HERNANDO COUNTY SCHOOL "J") AS RECORDED IN OFFICIAL RECORDS BOOK 2102, PAGE 979 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTH OF SAID PARCEL 1.1, RUN S89°26'26"E, 118.45 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 115.78 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN N12°18'44"E, 303.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES MORE OR LESS.

Exhibit “G”

County Encroachment Agreement

Prepared by:
Shantel W. Ocampo, Counsel Duke Energy
Florida, LLC
Data & Document Management
525 South Tryon Street, DEP 21
Charlotte, NC 28202

Property No:
Land Unit No:
Project No:

STATE OF FLORIDA

COUNTY OF HERNANDO

ENCROACHMENT AGREEMENT

THE ENCROACHMENT AGREEMENT (“Agreement”), made this ____ day of _____, 2026 (“Effective Date”) by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, (“Grantor”), and **HERNANDO COUNTY**, a political subdivision of the State of Florida (“**County**”) (“Grantee”).

- **Grantor, Duke Energy Florida, LLC**, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation (“**Duke**”) has easement rights to property owned by the Hernando County School District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the “**Easements**”).
- **Hernando County School District (School District)** owns, operates and maintains a school access road and queuing area known as Explorer Boulevard within the Easement Area. The Explorer Elementary improved access right-of-way will be dedicated to Hernando County.
- **County** has requested that the **School District** dedicate and transfer to the County the **School District** Property to (i) allow the County to incorporate Explorer Boulevard into the County road system so that a collector road for the County is constructed which will eliminate access and traffic issues; and (ii) transfer all maintenance and operational responsibilities to the **County** (the “**Dedication**”); and
- Grantees desire authority to encroach upon a portion of the Easement Area for the purpose described herein, and Grantor is willing to permit those encroachments under the terms and conditions of this Agreement.

NOW THEREFORE, Grantor for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it paid by the Grantee(s), the receipt and sufficiency of which are hereby acknowledged, does hereby grant until **Grantee**, the non-perpetual right to encroach upon the portion of the Easement Area described herein pursuant to the following terms and conditions:

1. **Permitted Encroachments.** Grantor agrees to allow Grantees to encroach upon the Easement Area solely to the extent, location, and manner expressly depicted on Exhibit "A," and only for the purpose of maintaining Explorer Boulevard as shown thereon.
2. **Alterations.** The Permanent Encroachment must be constructed in strict compliance with the design shown on the Plans contemplated by Exhibit A. No alteration from the plans may be made after the construction the Permitted Encroachment which interferes with grantor's safe, reliable, and efficient construction, operation, and maintenance of the existing and future Facilities Located on the Easement Area.

All applicable Federal, State, and Local Laws, rules and regulations, and the then Existing Transmission Line Asset Protection Guidelines shall govern any alterations to the Permitted Encroachment, including any minimum distances that must be maintained from the Facilities. In areas where minimum distances shown on the plans conflict with TLASG, plans shall govern. Nothing in this Agreement shall be construed to permit changes in elevation of grade to occur other than as expressly allowed or required by the plans or in this Agreement.

3. **Reaffirmation.** Notwithstanding anything to the contrary herein, by executing this Agreement the parties reaffirm the terms of the Easement Document and acknowledge that this Agreement does not permanently alter, limit, or amend those terms. This Agreement only identifies the Permitted Encumbrances as non-hostile and permits them to remain pursuant to the terms of this Agreement. This Agreement does not constitute a transfer of an interest in land or Grantor's rights granted in the Easement Document.
4. **Wetlands and Vegetation.** The Easement Area may not be used by Grantee to satisfy wetland mitigation requirements. Grantee shall not plant any trees or shrubbery in the Easement Area without prior written approval from Grantor.

5. **Grantor Free From Liability.** Grantor shall not be liable for any damages to the Permitted Encroachment resulting from Grantor's use of the Easement Area, nor for any damage to landscaping, driveways, or irrigation systems that may result from Grantor's access to the Easement Area.
6. **Additional Consent May Be Required.** Grantor makes no warranties or representations as to Grantee's contemplated use of the Easement Area, and in no way shall be deemed to have consented to such use on behalf of the owner of the property on which the Easement Area exists. Grantee acknowledges that Grantor's entering into this Agreement does not, by itself, grant any rights to Grantee to use any portion of the Easement Area, and that the consent of other parties (including, without limitation, the owner of the property and any mortgages of such owner) may be required for Grantee to obtain any rights over the property encumbered by the Easement Area.
7. **Grantee's Sole Risk and Expense.** Grantee acknowledges that the use of the Easement Area shall be at Grantee's sole risk and expense. Grantor shall in no way be liable to Grantee for any costs, expenses, losses, damages, or liabilities incurred by Grantee's use of the Easement Area. Grantee shall defend, indemnify, and hold harmless Grantor, its affiliates, subsidiaries, members, managers, officers, agents, employees, successors and assigns (collectively, "Grantor Parties"), from and against any and all claims, actions, costs, expenses, losses, damage, destruction, and liabilities incurred by Grantor Parties relating, directly or indirectly, to Grantee's use of the Easement Area even if caused in whole or in part by the negligence of Grantor Parties but excluding the willful or intentional misconduct of Grantor's Parties. Grantee's indemnity obligations shall survive the termination of this Agreement and are subject to the limitations of F.S. Sec. 768.28.

All of Grantee's operations, activities, and equipment used within the Easement Area or in proximity to any of the Facilities shall, at all times, be in strict compliance with applicable provisions of the National Electrical Safety Code (NESC), the Occupational Safety and Health Act of 1971 (OSHA), and the OSHA Crane Construction Standards For Power Line Safety, Sections 1926.1408 & .1409. Grantee is further notified and hereby agrees to so notify any of Grantee's employees, agents, contactors, representatives, or other persons engaging in Grantee's activities upon the Easement Area with Grantee's knowledge and under Grantee's supervision or control, that extreme caution is necessary around the Facilities, and in the event of any damages or injuries, Grantee shall immediately report the nature and extent thereof to Grantor's nearest local office or corporate toll free number.

Grantee shall not use any equipment within the Easement Area that can extend over twelve (12) feet in height above natural ground surface level without prior

written approval from Grantor unless an observer, approved by Grantor, is present during the use. Grantee shall bear all costs associated with the observer.

8. **Transferability.** The rights granted and retained under this Agreement shall inure to the benefit of the heirs, successors, and assigns of the parties, and shall run with the land.
9. **Notice.** Any notices and other communications required under this Agreement or relating hereto shall be in writing and delivered via personal delivery, certified United States mail (return receipt requested), or overnight delivery through a reputable carrier to:

Grantor: Duke Energy Florida, LLC
Attn: Transmission Asset Protection
525 South Tryon Street, DEP21
Charlotte, North Carolina 28202

Grantee: Hernando County
Attn: County Administrator
15470 Flight Path Drive
Brooksville, FL. 34604

10. **Termination.** This Agreement shall terminate or may be terminated in the following instances.
 - a. If construction of the Permanent Encroachment does not begin within 12 months of the final approval necessary for the construction of the Permitted Encroachments or the relocation by Duke of wooden poles, identified as Structures Str. BWR-40, Str. BWR-40-1/2 and Str. BWR-41 ,whichever occurs later, and continued thereafter at a reasonable pace, then this Agreement shall be subject to termination.
 - b. If at any point following construction of the approved improvements, Grantor, in its sole discretion, determines that the Permitted Encroachment needs to be modified in order to continue furnishing safe and reliable electric service to its customers, then upon twelve (12) months' notice from Grantor, Grantor and Grantee will work together in a commercially reasonable manner to modify the Permitted Encroachment at the sole expense of Grantee. Grantor acknowledges that the use of the Easement Area as depicted on Exhibit "A" will not interfere with Grantor's ability to continue furnishing safe and reliable electric service to its customers.

- c. If Grantee violates any provision of this Agreement, then Grantor may terminate this Agreement with written notice to Grantee. If the violation is non-material, then Grantee shall be entitled to six (6) months to remove the Permitted Encroachment following notice of Grantor's termination. If the breach is material, then such termination shall be immediate. Without limitation, the parties agree that Sections 1, 2, 3, and 4 of this Agreement are material.
 - d. If Grantee removes or reduces the size of any Permitted Encroachment, it shall not be entitled to restore or expand the Permitted Encroachment to its original size as of the Effective Date. If the Permitted Encroachment is removed in full then this Agreement shall automatically terminate.
11. **Recitals:** The recitals set forth at the opening of this Agreement are incorporated herein as if fully restated in Section 11.
12. **Law and Venue.** This Agreement shall be governed by the laws of the State of Florida without regard to the conflicts of law provisions therein. The parties agree that the proper venue for any dispute related to this agreement is the state or federal courts located in Hernando County, and the parties hereby submit to the jurisdiction thereof.
13. **Entire Agreement.** This Agreement contains the complete understanding of the parties and shall supersede any prior and contemporaneous communications, agreements, and assurances related to the subject matter of this Agreement. Any modification of this Agreement must be agreed to in writing and signed by the parties. This Agreement may be executed in any number of counterparts, each of which will be deemed original, but all of which together shall constitute but one and the same Agreement.
14. **No Waiver.** The failure of Grantor in any one or more instances to insist upon compliance with any provision or covenant herein or to exercise any right or privilege herein shall not constitute or be considered as a waiver of such or any similar provision or covenant.
15. **Severability.** If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability. All other terms of this Agreement shall remain in full force and effect. To the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16. **Cost Recovery.** The prevailing party recover shall reasonable cost, including attorney's fees, incurred in bringing or defending any action or proceeding related to this Agreement.

17. **Replacement.** This Encroachment agreement replaces and supersedes all prior encroachment agreements including the agreement recorded in Hernando County Records, OR Book 2479, page 1084, between Florida Power Corporation and Hernando County School Board.

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

Signed and Sealed in the Presence of:

_____, Grantor
Witness-Printed Name **DUKE ENERGY FLORIDA, LLC**
A Florida limited liability company

Witness-Signature **Name: Karen Adams**
Title Manager, Land Services – Florida Region

Witness-Printed Name

Witness-Signature

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by **Karen Adams, Title Manager, Land Services – Florida Region of DUKE ENERGY FLORIDA, LLC, a Florida limited liability d/b/a Duke Energy**, on behalf of said company, she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of _____
My Commission Expires:
(Seal)

(Signatures Continue on Following Page)

IN WITNESS WHEREOF, the parties hereby have affixed their names under seal by their duly authorized officers the day and year first above written.

Signed and Sealed in the Presence of:

Witness-Printed Name

_____, Grantee
Hernando County

Witness-Signature

by _____
Name

Witness-Printed Name

Witness-Signature

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____, on behalf of said company, she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, State of _____
My Commission Expires:
(Seal)