**TRANSFER AGREEMENT**
County

**THIS TRANSFER AGREEMENT** (the "Agreement") is made and executed as of the Effective Date by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "County") 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").

**W I T N E S S E T H**:

**WHEREAS**, the District is the owner of a portion of Explorer Boulevard located in Hernando County known as Parcel No.: R12 423 17 0000 0010 0020, being more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("the District Property"), which is a currently improved public road providing access to the District's Explorer K-8 School (the "School"); and

**WHEREAS**, Duke Energy Florida, LLC, as successor to Progress Energy Florida, LLC, as successor to Florida Power Corporation ("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

**WHEREAS**, 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; and

**WHEREAS**, the County and Somerset Land, LLC ("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 (the "Development Agreement") pursuant to which Somerset is required to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

**WHEREAS,** the District, Acts 88, LLC ("Acts"), and Somerset are parties to that certain Access Agreement dated May 19, 2015, recorded as Instrument Number 2015031248, in Official Records Book 3231, Page 649, in the official records of Hernando County, as amended by that certain First Amendment to Access Agreement dated April 12, 2022, recorded as Instrument Number 2022029832, in Official Records Book 4158, Page 660, in the official records of Hernando County (collectively, the "Access Agreement") pursuant to which the District granted Acts 88 and Somerset limited access for the District Property in exchange for Acts 88 and

Somerset constructing additional access and queuing for the School and a new marquee of similar or better quality 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; and

**WHEREAS**, section 335.0415, Florida Statutes, authorizes the transfer of public roads only by mutual agreement of the affected governmental entities; and

**WHEREAS**, the transfer of that portion of Explorer Boulevard is in the public interest and welfare; and

**WHEREAS**, the District has agreed to dedicate to the County the District Property subject to the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for and in consideration of the premises hereof and other good and valuable consideration, the District and the County hereby covenant and agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. The District Dedication to the County. The District shall dedicate and transfer to the County the District Property subject to encumbrances set forth on the Owner & Encumbrance Property Information Report File No. 25003581 prepared by Old Republic National Title Insurance Company, such encumbrances set forth on Exhibit "B" attached hereto, by recorded deed or right of way map (the "Dedication"). The Dedication shall be recorded within sixty (60) days following the Effective Date (as defined herein) (the "Transfer Date"). The District shall execute and deliver to the County a quit claim deed and such other documents as may be reasonably required, necessary or useful in consummating the transaction contemplated by this Agreement.

3. Conditions of Dedication. The Dedication is expressly conditioned on the District Property being incorporated into the County Road system as a collector road and the County complying with the following conditions:

(a) The County acknowledges the District Property is encumbered as specified on Exhibit B, including the Encroachment Agreement, as well as a ~~Letter of No Objection~~new Encroachment Agreement between Duke and the County attached herein as Exhibit "C" ~~that has been issued by Duke ("LONO"), which LONO must be in final form prior to~~("County Encroachment Agreement"), which County Encroachment Agreement must be executed and recorded on the Transfer Date. The County acknowledges and agrees that Duke's Easements are prior in time to the County's, and the rights granted to the County shall be subordinate to Duke's Easements and easement rights. Until such time as the Encroachment Agreement is terminated and replaced with a new encroachment agreement with the Developer,

the County agrees to fully comply with all obligations under the Encroachment Agreement and the Easements, including strict compliance with the locations and usages specified on Exhibit A of the Encroachment Agreement and conditions and requirements set forth in Exhibit B of the Encroachment Agreement.

(b) The County shall grant the District a perpetual easement, if necessary, for the District's use of the District Property for access to the School and the County shall take no action that would impair the District's use of the District Property for use in conjunction with the School. The County shall ensure that the District always has comparable or better access to the School from the District Property.

(c) The County will ensure that any plan, plat, zoning or similar approval or other related development rights granted to Somerset shall be subject to the condition that Somerset (or any successor developer) construct additional access and queuing for the School and a new marquee of similar or better quality for the School at no cost to the District and pursuant to plans approved in writing by the District attached hereto as Exhibit "D" (the "Improvement Work"). Any modifications to the plans attached hereto must be approved in writing by the District's governing board. Should the County (rather than the Developer) independently elect to improve the portion of Explorer Boulevard that is the subject of the Dedication, the County shall provide the District with ninety (90) days prior written notice of its intent to complete the Improvement Work and shall conclude the Improvement Work within eighteen (18) months of commencement (the "Completion Deadline"). In such event, the County shall ensure that Somerset (or any successor developer) commences construction of the remainder of the Improvement Work within eighteen (18) months of the County's commencement of the development of Explorer Boulevard, unless the parties mutually agree to extend the Completion Deadline. If the County does not complete the Improvement Work by the Completion Deadline (as may be extended by mutual agreement by the District and County), then District, at District's sole option, may elect (by providing written notice of such election to the County) to complete installation of the Improvement Work in a timely manner, in which case all direct costs and expenses incurred by District in doing so shall be payable to District from County 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. County shall provide the District with at least ninety (90) days' prior written notice before commencement of the Improvement Work. County 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. County 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. County shall implement appropriate traffic control measures, signage, and flagging personnel as necessary to ensure safe and efficient traffic flow during all construction activities. County 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





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District, shall be submitted for review and approval prior to commencement of construction. County 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 County, at its sole cost and to the District's satisfaction.

(d) The County agrees that it shall not bring any type of waste, hazardous or otherwise toxic materials on to the District Property nor shall the County store any hazardous waste or toxic materials on the District Property.

(e) The County agrees that it will conduct its operations, maintenance, and any improvements on the District Property in accordance with all applicable laws, rules, regulations, and permits, including but not limited to any related to the reasonable maintenance and operations for safety of the public, and will ensure the same for any successor owner of the District Property, if any.

(f) Somerset and Acts shall enter into a release and indemnification with the District, in a form acceptable to District, releasing the Access Agreement and indemnifying the District.

4. Liability for Torts, Indemnification and Sovereign Immunity.

(a) The County agrees that pursuant to section 337.29(3), Florida Statutes, upon such transfer to the extent sovereign immunity has been waived, liability for torts related to the roadway occurring on or after the Transfer Date shall be the responsibility of the County. The District shall remain liable for torts related to the roadway committed by the District that occurred prior to the Transfer Date, but only to the extent sovereign immunity has been waived.

(b) To the extent permitted by law, the County agrees to indemnify, defend and shall hold harmless the District and the employees and agents of the District from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, costs, liabilities (including sums paid in settlement of claims), interest or losses including reasonable attorneys' and expenses (including any such fees and expenses incurred in enforcing this Agreement or collecting any sums due hereunder), together with all other costs and expenses of any kind or nature (collectively, the "Costs") that which at any time or from time to time may be suffered or incurred in connection with any claim, cause of action, demand or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of:

(i) the County's actions, omissions or failure to act, or the actions, omissions, or failure to act of its employees, directors, principals, agents, or contractors, with regard to this Agreement, or any violation the terms of the attached ~~LONO~~County Encroachment Agreement, the Easements, or the Encroachment Agreement.

(ii) in any way relating to or resulting from the County's maintenance, operation or expansion of the public road located on the District Property;

(iii) any failure on the part of the County to comply with any covenant required to be performed or compiled with under this Agreement; or

(iv) any litigation, arbitration or other claim brought against the District by Duke for violation of the ~~LONO~~County Encroachment Agreement or the Encroachment Agreement, its successor and/or assigns, including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising, whether now known or unknown.

Notwithstanding the foregoing, nothing contained herein shall be construed as requiring the County to indemnify or insure the District from sole negligence by the District pursuant to section 768.28(19), Florida Statutes. Further, nothing contained herein shall be construed as an additional waiver of the County's or District's sovereign immunity, or as a waiver of any limitations of liability pursuant to section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, negligence or otherwise.

(c) This indemnification shall survive the recording of the Dedication, deed or land map transferring the District Property and shall be ongoing, perpetual, continuing, irrevocable and binding on County and its respective representatives, successors, and assigns, inuring to the benefit of District, and its representatives, successors, and assigns. The County's obligations hereunder may not be assigned or subcontracted. All representations, warranties and covenants of County set forth in this Agreement shall continue in effect and, to the extent permitted by law, shall survive the transfer of the District Property, or any portion thereof.

5. Miscellaneous.

(a) Effective Date. The District and County must obtain approval of this Agreement by the respective governing bodies of the County and the District and execution thereof by the duly qualified and authorized representatives of each of the parties hereto. Execution of this Agreement by the last of the County and the District shall be the "Effective Date" of this Agreement.

(b) 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:

County: HERNANDO COUNTY
15470 Flight Path Drive
Brooksville, Florida 34604
ATTN: County Administrator
Email: administration@hernandocounty.us





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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.

(c) Construction. Whenever the context of this Agreement so requires or admits, words used in the neuter gender include the masculine and feminine; the singular includes the plural and the plural the singular; the word "person" includes a corporation, partnership or unincorporated association as well as a natural person. The fact that a party may be deemed to have drafted or structured any provision hereof shall not be considered in construing the particular provisions either in favor of or against such party.

(d) Captions. The captions at the beginning of the several paragraphs of this Agreement are not a part of this Agreement but merely labels to assist in locating and reading the respective paragraphs hereof. They shall be ignored in construing this instrument.

(e) Severability. If any provision of this Agreement is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the parties in entering into this Agreement, the remainder of this Agreement shall continue in full force and effect.

(f) Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings or agreements between them concerning the subject matter hereof. No changes, alterations, modifications, additions or qualifications to the terms of this Agreement shall be binding upon the parties unless made in writing and signed by the party to be bound thereby.

(g) Governing Law; Venue. All questions concerning the meaning, execution, construction, effect and validity of this Agreement shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action





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filed to interpret or enforce the terms of this Agreement shall be in the appropriate court in Hernando County, Florida.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

**HERNANDO COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

This _____day of _____, 2026

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

[Signatures Continues on Following Page]

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**SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**

By: _____
Name: _____
Title: _____

This _____day of _____2026.

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: _____

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**Exhibit "A"**

**Legal Description of District Property**

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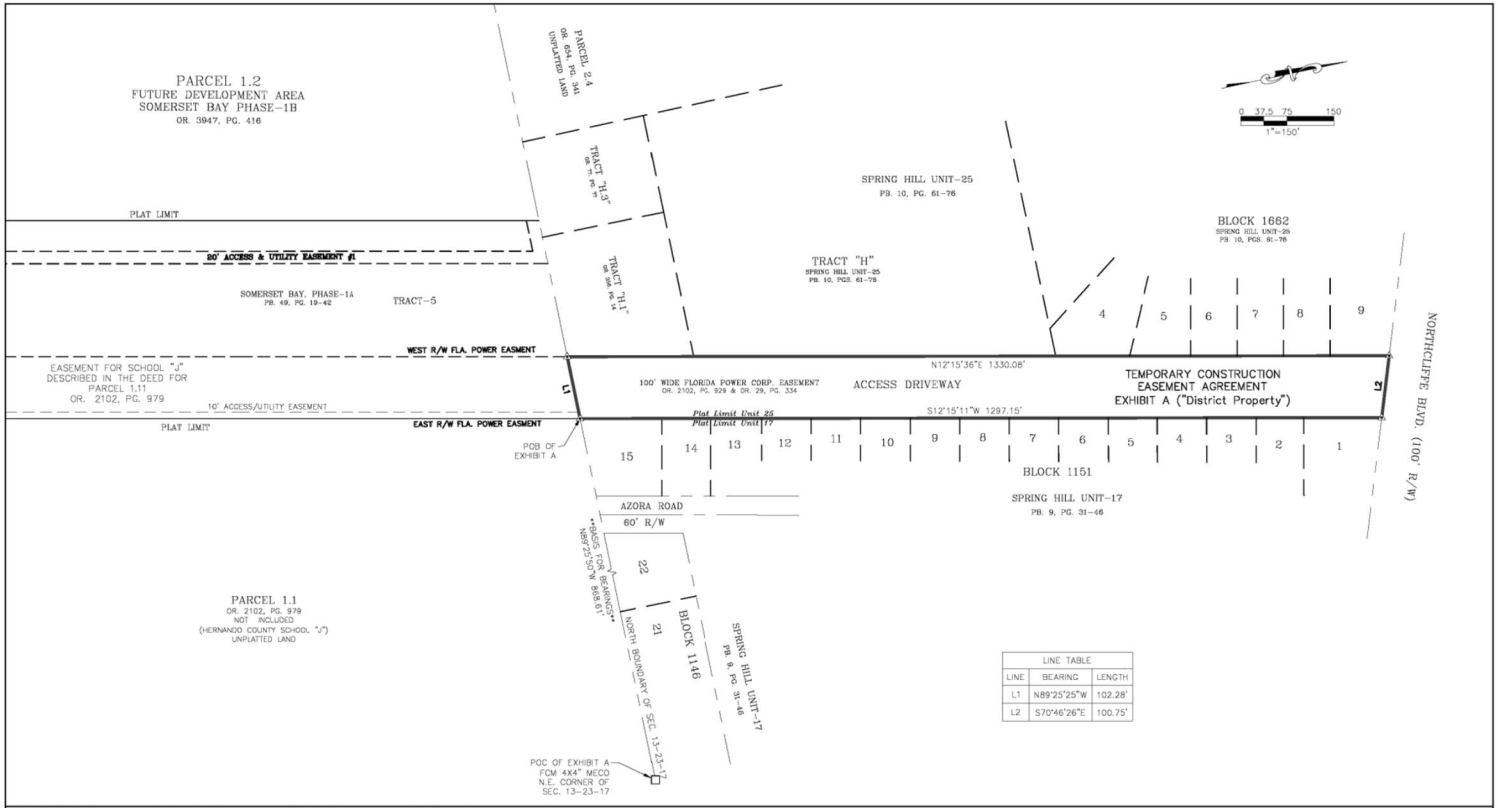


| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N89°25'25"W | 102.28' |
| L2 | S70°46'26"E | 100.75' |

(C) = SEE CURVE TABLE
(L) = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD OF DEED
(S) = SET 5/8" IRON PIN AND ID
FIPC = FOUND IRON PIN AND CAP
FNAD = FOUND NAIL AND DISK
FCM = FOUND CONCRETE MONUMENT
SIPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
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= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE
= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (S/8"IR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4X4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECT ON 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE NOTED. ALL DIMENSIONS ARE APPROXIMATE.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONS, DELETIONS REPRODUCTION OF SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (SJ-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF PROPERTY IS 1 FOOT IN 10,000 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "X SHADED" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0355-G, EFFECTIVE DATE 02/02/2012.

SHEET 1 OF 2 SHEET

JOB NO. 20115-EX-A2

| DATE | SURVEYOR | DRAWN BY | FIELD BOOK/PAGE | FIELD DATE | SURVEY DATE |
|---|---|---|---|---|---|
| 03/05/05 | DKG | SMA | 05/06 | 05/05/05 | 05/05 |

REVISION

| DATE | SURVEYOR | REV. BY | COMMENTS |
|---|---|---|---|
| | | | |

REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal Engineering Planning Surveying Environmental Construction Management
engineering associates, inc.
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9433
3703 East Forest Drive Inverness, FL 34452 352-344-3016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

# SKETCH ONLY

**FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**
**EXHIBIT A ("District Property")**
**NOT A BOUNDARY SURVEY**
**SECTION 12, TOWNSHIP 23 SOUTH, RANGE 17 EAST**
**HERNANDO COUNTY, FLORIDA**

PREPARED FOR AND CERTIFIED TO:
**-ACTS 88, LLC, a Florida limited liability company ("Acts 88")**
**-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")**
**-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").**

SURVEYORS CERTIFICATE
THIS SURVEY MEETS THE MINIMUM REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6505
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEYED DRAWINGS BY OTHER THAN THE UNDERSIGNED SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.

DATE NOTES
[illegible]
[illegible]
[illegible]
[illegible]
[illegible]



/15826/2#62729103 v8

# EXHIBIT A LEGAL DESCRIPTION

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 CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

C1 = SEE CURVE TABLE
L1 = SEE LINE TABLE
(C) = CALCULATED
(P) = PLAT OR MAP
(M) = FIELD MEASURED
(R) = RECORD or DEED
FIP = FOUND IRON PIN NO ID
FIPC = FOUND IRON PIN AND CAP
FNAD = FOUND NAIL AND DISC
SNAD = SET NAIL AND DISC MONUMENT
SIPC = SET IRON PIN AND CAP
SCM = SET CONCRETE MONUMENT
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O.R. = OFFICIAL RECORD
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PCC = POINT of COMPOUND CURVE
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= FIRE HYDRANT
= UTILITY POLE
= LIGHT POLE
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= ELECTRIC TRANSFORMER
= FIBER OPTIC BOX
= WATER METER
= WATER SERVICE
= SANITARY MANHOLE
= SANITARY SEWER SERVICE

= SIGN
= UTILITY SPLICE BOX
= CATV MARKER
= FOUND IRON PIN & CAP (AS SHOWN)
= SET IRON PIN AND CAP (3/8"IR LB #7200)
= FOUND NAIL AND DISK (AS SHOWN)
= SET NAIL AND DISK (LB #7200)
= FOUND CONCRETE MONUMENT (AS SHOWN)
= SET CONCRETE MONUMENT (4x4" LB #7200)
= DESCRIPTIVE POINT

1. BEARINGS SHOWN HEREON BASED ON THE NORTH LINE OF SECTION 13-23-17 ESTABLISHING AN ASSUMED BEARING OF N89°25'50"W. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED COORDINATES AND ARE NOT GRID BEARINGS.
2. BASIS FOR SKETCH IS SITE PLAN, RECORD PLAT, AND MONUMENTATION FOUND IN PLACE.
3. NO UNDERGROUND IMPROVEMENTS OR UTILITIES HAVE BEEN LOCATED EXCEPT AS NOTED. THE HORIZONTAL LOCATION OF UNDERGROUND IMPROVEMENTS IS BASED ON THE FLAGGED LOCATION PROVIDED BY THE CONTRACTOR. SOFT DIGS TO CONFIRM SAID LOCATIONS WERE NOT PERFORMED EXCEPT WHERE TOP OF PIPE ELEVATIONS ARE INDICATED.
4. UNDERGROUND ENCROACHMENTS, IF ANY, WERE NOT LOCATED. GUTTERS, OVERHANGS, WINDOW SILLS, OR UNDERGROUND FOUNDATIONS NOT LOCATED.
5. THE OWNERSHIP OF FENCES, IF ANY EXIST, ON OR NEAR THE PROPERTY LINES IS NOT KNOWN BY THIS SURVEYOR.
6. ADDITIONS, DELETIONS OR REVISIONS TO SKETCH DRAWINGS BY OTHER THAN THE SIGNED PARTY OR PARTIES IS PROHIBITED BY LAW WITHOUT WRITTEN CONSENT OF THE SIGNED PARTY OR PARTIES.
7. THIS SKETCH MAP IS VALID ONLY TO THOSE PERSONS OR ENTITIES NAMED HEREON. COASTAL ENGINEERING ASSOCIATES, INC. WILL ASSUME NO RESPONSIBILITY FOR THE UNAUTHORIZED REPRODUCTION AND/OR REDISTRIBUTION OF THIS SKETCH MAP.
8. ELEVATIONS AS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, UNLESS OTHERWISE NOTED.
9. THIS SKETCH WAS CONDUCTED WITHOUT THE BENEFIT OF A COMPLETE TITLE REPORT OR TITLE ABSTRACT AND THEREFORE MAY NOT NECESSARILY SHOW ALL RIGHT-OF-WAYS, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD.
10. THIS PROPERTY IS SUBJECT TO ANY DEDICATION, LIMITATIONS, RESERVATIONS, RESTRICTIONS, AND/OR EASEMENTS OF RECORD AND NOT OF RECORD.
11. THE EXPECTED USE OF THE PROPERTY AS DESCRIBED HEREON, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5J-17 OF THE FLORIDA ADMINISTRATIVE CODE), IS "SUBURBAN". THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 7,500 FEET. THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO MEET OR EXCEED THIS REQUIREMENT.
12. THE PROPERTY DESCRIBED HEREON APPEARS TO BE IN FLOOD ZONE "X" (AREA DETERMINED TO FALL OUTSIDE OF THE 1.0% CHANCE ANNUAL FLOODPLAIN) AND FLOOD ZONE "X SHADED" (AREA DETERMINED TO FALL INSIDE OF THE 0.2% CHANCE ANNUAL FLOODPLAIN) AS SCALED FROM THE FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 120110, MAP NUMBER 12053C, PANEL NUMBER 0328-G, EFFECTIVE DATE: 02/02/2012.

SHEET 2 OF 2 SHEET

JOB No: 20115-EX-A2

| DATE | SURVEYOR | DRAWN BY | FIELD BOOK/PAGE | FIELD DATE | SURVEY CREW |
|---|---|---|---|---|---|
| 11/20/23 | ENC | RAA | 00/000 | 00/00/00 | 00/00 |

REVISION

| DATE | SURVEYOR | REV. BY | COMMENTS |
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REUSE OF DOCUMENT
THIS DOCUMENT, COMPRISED OF THE INCORPORATED IDEAS AND DESIGNS, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF COASTAL ENGINEERING ASSOCIATES, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN AUTHORIZATION OF COASTAL ENGINEERING ASSOCIATES, INC.

Coastal engineering associates, inc.
Engineering Planning Surveying Environmental Construction Management
966 Candlelight Blvd. Brooksville, FL 34601 Office: 352-796-9423
3703 East Forest Drive Inverness, FL 34453 352-344-2016
EB-0000142
FLORIDA CERTIFICATE OF AUTHORIZATION NO. 7200

SKETCH ONLY
FOR TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
EXHIBIT A ("District Property")
NOT A BOUNDARY SURVEY
SECTION 12, TOWNSHIP 23 SOUTH, RANGE 17 EAST
HERNANDO COUNTY, FLORIDA

PREPARED FOR AND CERTIFIED TO:
-ACTS 88, LLC, a Florida limited liability company ("Acts 88")
-SOMERSET LAND, LLC, a Florida limited liability company ("Somerset")
-THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, a body corporate and public subdivision of the state of Florida ("District").

SURVEYORS CERTIFICATE
THIS SURVEY MEETS ALL APPLICABLE REQUIREMENTS OF THE FLORIDA STANDARDS OF PRACTICE AS CONTAINED IN CHAPTER 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE.

Scott M Osborne

SCOTT M. OSBORNE, PSM DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATE NO. LS 6328
SURVEY NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. PRINTED COPIES OF THIS SURVEY ARE NOT VALID UNLESS AND SEAL ACCOMPANIED BY A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER FOR ELECTRONIC COPIES.



/15826/2#627291103 v8

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 CONTINUE ALONG THE NORTH LINE OF SAID SECTION 13, N89°25'25"W, 102.28 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE, RUN N12°15'36"E, 1330.08 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NORTHCLIFFE BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE, RUN S70°46'26"E, 100.75 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID 100 FOOT WIDE POWER EASEMENT; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, RUN S12°15'11"W, 1297.15 FEET TO THE NORTH LINE OF SAID SECTION 13, AND THE POINT OF BEGINNING.

CONTAINING 3.02 ACRES MORE OR LESS.

DRAFT

**Exhibit "B"**

**Title Encumbrances**

Old Republic National Title Insurance Company Property Information Report; File No. 25003581, dated through October 16, 2025 @ 8:00 a.m.

1. Easement in favor of Florida Power Corporation recorded in Deed Book 97, Page 418.

2. Permanent easement in favor of Florida Power Corporation contained in Order of Taking recorded in O.R. Book 933, Page 347.

3. Access Agreement between Hernando County School Board and Mark 425, LTD recorded in O.R. Book 3231, Page 649; as affected by First Amendment to Access Agreement recorded in O.R. Book 4158, Page 660.

4. Infrastructure Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 433.

5. Encroachment Agreement between Florida Power Corporation d/b/a Progress Energy Florida, Inc. and Hernando County School Board recorded O.R. Book 2479, Page 1084.

6. Perpetual Utility Easement in favor of Hernando County Water and Sewer District recorded in O.R. Book 2683, Page 1887.

7. Easement Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3947, Page 421.

DRAFT

**Exhibit "C"**

**~~Duke Letter of No Objection~~**
**County Encroachment Agreement**

DRAFT

**Exhibit "D"**

**Approved Construction Plans**

DRAFT

| **Summary report:**<br>**Litera Compare for Word 11.14.0.42 Document comparison done on 3/28/2026 11:01:46 AM** | |
|---|---|
| **Style name:** Default Style | |
| **Intelligent Table Comparison:** Active | |
| **Original DMS:** iw://cloudimanage.com/active/62729103/7 - Hernando County_School District- Explorer Blvd- Transfer Agreement (HCSD 121125).docx | |
| **Modified DMS:** iw://cloudimanage.com/active/62729103/8 - Hernando County_School District- Explorer Blvd- Transfer Agreement (District 3-27-26).docx | |
| **Changes:** | |
| Add | 6 |
| ~~Delete~~ | 5 |
| ~~Move From~~ | 0 |
| Move To | 0 |
| Table Insert | 0 |
| ~~Table Delete~~ | 0 |
| Table moves to | 0 |
| ~~Table moves from~~ | 0 |
| Embedded Graphics (Visio, ChemDraw, Images etc.) | 0 |
| Embedded Excel | 0 |
| Format changes | 0 |
| **Total Changes:** | 11 |