

## **PROPERTY ACCESS LICENSE AGREEMENT**

This **PROPERTY ACCESS LICENSE AGREEMENT** (“License”) is made and entered into as of the Effective Date (as defined below) by and between , by and between MAK Family Partnership, Ltd., a Florida limited partnership, TBF Partners, Ltd., a Texas limited partnership, TBF Partners II, LLC, a Florida limited liability company, Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989, Robert A. Buckner, individually, Sharon P. McKethan, individually, Haley Dowlen, as Personal Representative of the Estate of John Hale McKethan, whose address is c/o James H. Kimbrough, Jr., P.O. Box 1, Brooksville, Fl 34605-0001, Robert A. Buckner, William M. Buckner and James C. Buckner, as Co-Trustees of the Robert C. Buckner Trust, James C. Buckner, individually, and Robert A. Buckner, James C. Buckner and William M. Buckner, as Co-Trustees of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended, and J. Thomas Bronson, as Personal Representative of the Estate of T.E. Bronson, as their interests may appear of record, (hereinafter referred to individually as the “Owner” or collectively as the “Owners”), and the School Board Of Hernando County, Florida, a body corporate of the State of Florida (hereinafter referred to as the “School Board”) (“Licensee”). The School Board and the Owner are sometimes referred to herein collectively as the “Parties” and individually as “Party.”

### **RECITALS:**

WHEREAS, the Owners own certain property situated in Hernando County, Florida, as depicted in Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Licensee is deciding whether to purchase the Property for development of a public school; and

WHEREAS, Licensee has requested access to conduct certain due diligence over the proposed location and obtain certain information from the Owners to that end; and

WHEREAS, the Parties hereby acknowledge and agree that this License shall be effective as of the last date on which the School Board or Owner executes this License (“Effective Date”).

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

In consideration of the mutual covenants and agreements herein set forth, Owner and Licensee agree and covenant as follows.

Owner, subject to the terms and conditions set forth herein, hereby grants the right and license to Licensee and its employees, contractors, subcontractors and agents (herein collectively also known as “Licensee”) to enter upon the Property in connection with the work it is doing for due diligence in support of its use negotiations to include survey, Geotech, and environmental analysis, in accordance with all laws, codes, ordinances and all rules and regulations and requirements of authorities having jurisdiction over the Property (the “License”).

Licensee shall not unreasonably disturb any Owner operations on the Property or property adjoining the Property or damage any improvements which may be located on the Property or property adjoining the Property. Licensee shall not permit the filing of any liens against the Property in connection with its activities contemplated herein. In the event a claim of lien is filed against the Property as a result of the work by or on behalf of Licensee, or as a result of other actions or omissions of Licensee, then Licensee shall cause such lien to be satisfied or transferred to bond so as no longer to be a lien against the Property within ten (10) days after the Licensee received notice from the Owner that the claim of lien has been filed. Licensee shall cause its contractors to maintain worker's compensation coverage with Florida's statutory limit, commercial general liability (CGL) insurance with a minimum coverage of \$1,000,000, and commercial auto liability (CAL) insurance with a minimum of \$100,000 per incident/\$300,000 aggregate. Licensee contractor's liability insurance shall name the Owner as an additional insured by endorsement to the CGL and CAL policies.

Within fifteen (15) days of the execution of this License the Owners shall provide, or cause to be provided the School Board, at no cost to the School Board, the following due diligence materials, studies, reports, and investigations: Survey; Environmental Audit; Geotechnical Studies; Wetlands Determination; Title Commitment, provided that Owner has any such pre-existing items within its possession. Owner shall not be required to procure or pay for any new due diligence documents or work, and all such costs shall be paid by the School Board.

Owner makes no warranty or representation whatsoever as to the condition of the Property or any improvements which may be located thereon. Licensee's entry upon the Property shall be at Licensee's sole risk and expense, and the Owner shall assume no liability for such entry. Licensee hereby agrees that Owner assumes no responsibility whatsoever for injury to persons entering the Property, or damage to property brought in, or upon, the Property. Licensee specifically indemnifies and holds harmless Owner, and their respective members, directors, officers, employees and representatives from and against any and all claims, damages, actions, judgments, losses, liabilities, liens, costs or expenses of any nature (including without limitations costs, expenses, attorneys' and paralegals' fees) arising out of or in any way connected with Licensee's entry upon the Property and performance of any work on the Property by or on behalf of Licensee, except to the extent caused by the willful misconduct or gross negligence of Owner.

The License granted hereby shall expire one hundred twenty (120) days from the Effective Date hereof. This License may be extended for one additional ninety (90) day period. Licensee shall send written notice of its desire to extend the License to the Owner thirty (30) days prior to its expiration and the Owner shall review and approve or disapprove said request at their discretion. This License agreement and the attendant privileges granted hereby may be revoked at any time by the Owner upon written notice to Licensee; provided, however, that Licensee's obligations to indemnify Owner as set forth herein shall survive such revocation. Upon termination or expiration this License agreement, Licensee, at its sole cost and expense, shall vacate the Property and promptly remove any and all property placed thereon by or on behalf of Licensee and restore any damage or disturbance to the Property caused by Licensee, provided however, that Licensee shall have no

obligation to remove any improvements placed or installed on the Property by Licensee with approval of the Owner.

This License may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement. This License contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No amendment to this License shall be binding upon any of the parties hereto unless such amendment is in writing and executed by Owner and Licensee. The provisions of this License shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this License. Wherever under the terms and provisions of this License the time for performance falls upon a Saturday, Sunday, or legal holiday, such time for performance shall be extended to the next business day. This License shall be interpreted under the laws of the State of Florida. The undersigned officer of Licensee hereby warrants and certifies to Owner that Licensee is public corporate body organized and existing under the Constitution and laws of the State of Florida. The undersigned officer of Licensee hereby further warrants and certifies to Owner that he or she, as such officer, is authorized and empowered to bind the corporation to the terms of this License by his or her signature thereto.

In acknowledgement and acceptance of the terms and conditions herein, the parties hereto have caused this License agreement to be executed as of the date set forth herein below.

SIGNATURE PAGES TO FOLLOW

**ACCEPTED AND AGREED  
TO BY THE OWNER:**

The Owner (by and through its Agent and/or Trustee named below) hereby accepts and agrees to all terms, conditions and restrictions contained in the License Agreement set forth above and further agrees to be bound by the same for itself, and its heirs, successors and/or assigns as long as the License Agreement remains effective. Notwithstanding anything herein, the terms, conditions and restrictions above shall terminate when the License Agreement expires, unless the License Agreement expressly provides for the term, condition or restriction to remain in effect following the expiration of the License Agreement.

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**“OWNER”**

**MAK FAMILY PARTNERSHIP, LTD.,** a  
Florida limited partnership

By: \_\_\_\_\_

Print Name: James H. Kimbrough, Jr.

Title: Partner

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by James H. Kimbrough, Jr., as Partner of MAK Family Partnership, LTD., a Florida limited partnership, on behalf of the partnership.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

Signature: \_\_\_\_\_

Type of Identification Produced:

Print Name: \_\_\_\_\_

\_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TBF PARTNERS, LTD.**, a Texas limited partnership

By: TBF MANAGEMENT, LLC, its General Partner

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of TBF Management, LLC, a Florida limited liability company, General Partner of TBF Partners, LTD., a Texas limited partnership, on behalf of the partnership.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

Signature: \_\_\_\_\_

Type of Identification Produced:  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TBF PARTNERS II, LLC**, a Florida limited liability company

By: \_\_\_\_\_

Print Name: J. Thomas Bronson

Title: Manager

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by J. Thomas Bronson, as Manager of TBF Partners II, LLC, a Florida limited liability company, on behalf of the company.

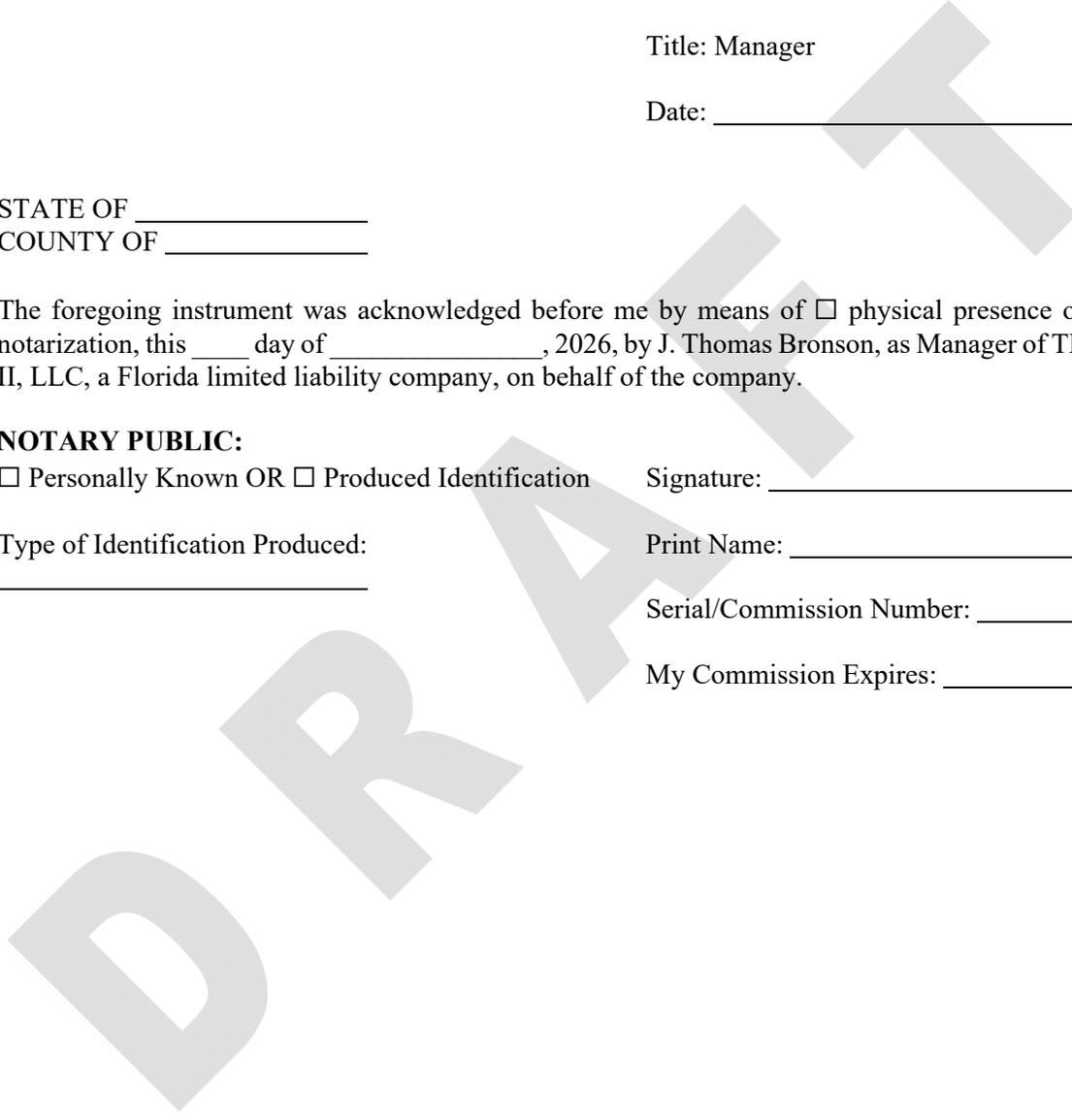
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Robert A. Buckner**, as Trustee under that certain Trust Agreement dated March 9, 1989

By: \_\_\_\_\_

Print Name: Robert A. Buckner

Title: Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Trustee under that certain Trust Agreement dated March 9, 1989.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Robert A. Buckner, individually

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

Signature: \_\_\_\_\_

Type of Identification Produced:  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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\_\_\_\_\_  
Sharon P. McKethan, individually

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Sharon P. McKethan.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

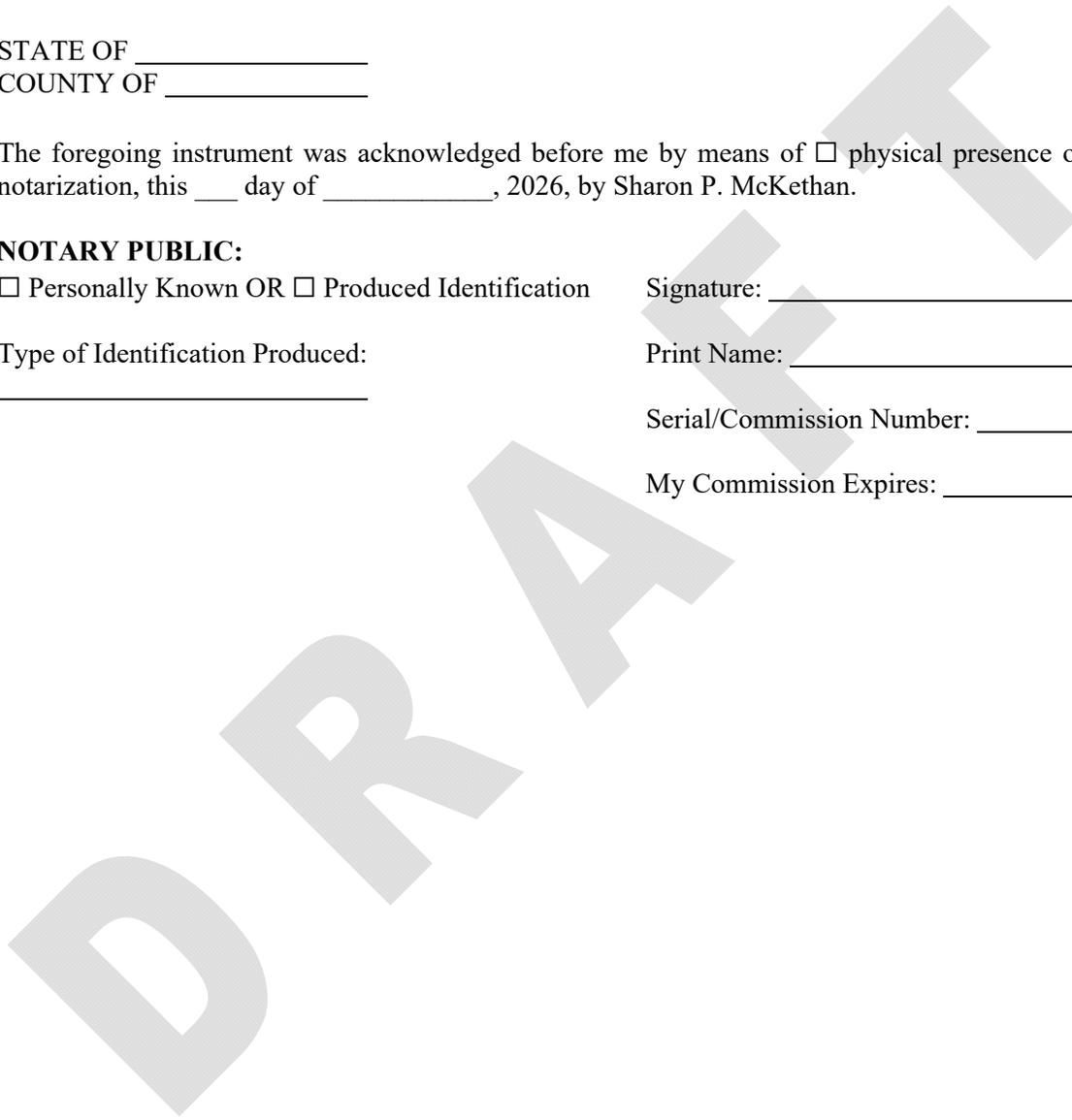
Signature: \_\_\_\_\_

Type of Identification Produced:  
\_\_\_\_\_

Print Name: \_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Haley Dowlen**, as Personal Representative of  
the Estate of John Hale McKethan

By: \_\_\_\_\_

Print Name: Haley Dowlen

Title: Personal Representative

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Haley Dowlen, as Personal Representative of the  
Estate of John Hale McKethan.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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F  
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**Robert A. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

By: \_\_\_\_\_

Print Name: Robert A. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**William M. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

By: \_\_\_\_\_

Print Name: William M. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by William M. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

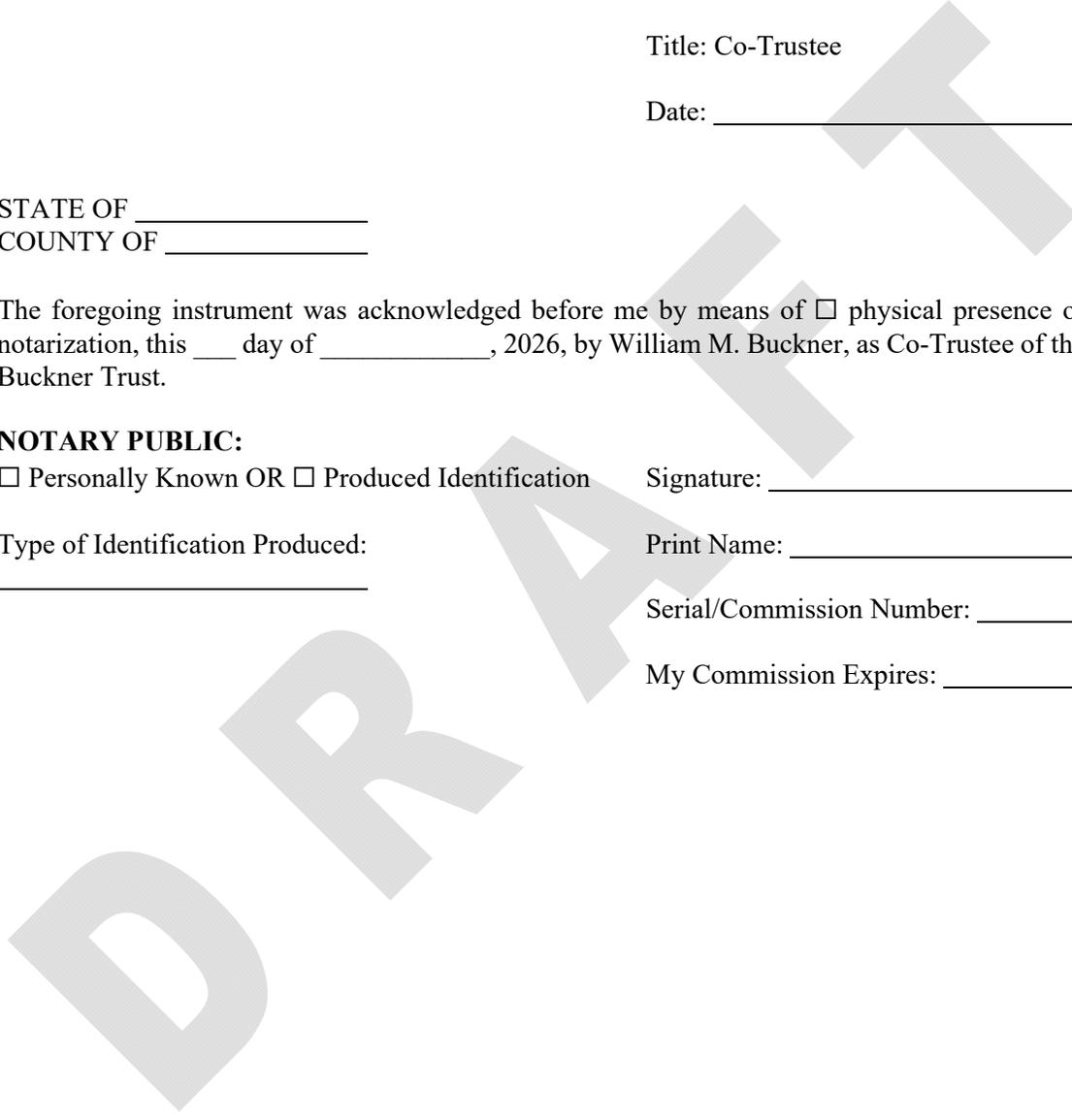
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**James C. Buckner**, as Co-Trustee of the  
Robert C. Buckner Trust

By: \_\_\_\_\_

Print Name: James C. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner, as Co-Trustee of the Robert C. Buckner Trust.

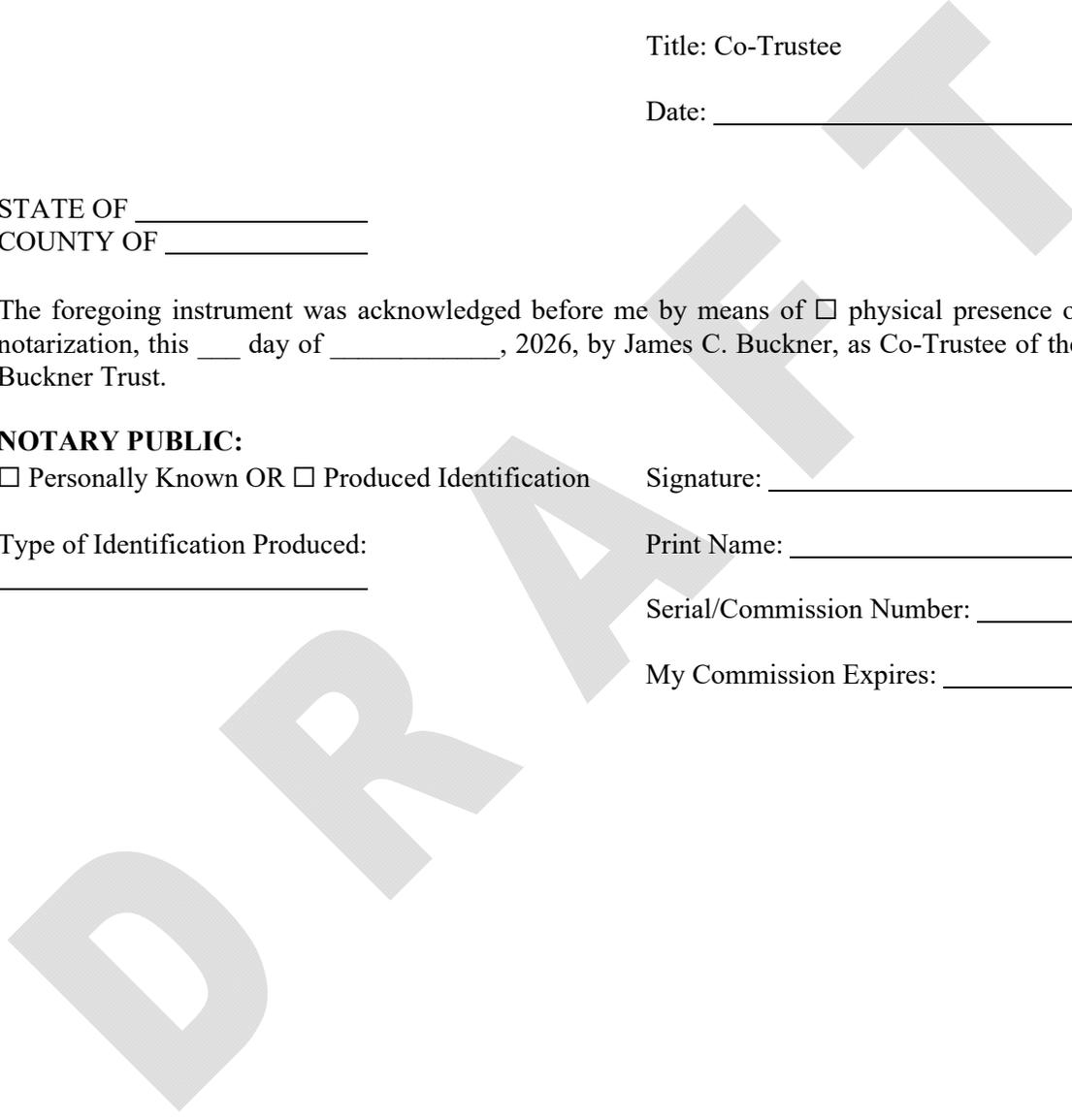
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



\_\_\_\_\_  
James C. Buckner, individually

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification

Signature: \_\_\_\_\_

Type of Identification Produced:

Print Name: \_\_\_\_\_

\_\_\_\_\_

Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

**Robert A. Buckner**, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended

By: \_\_\_\_\_

Print Name: Robert A. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by Robert A. Buckner, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended.

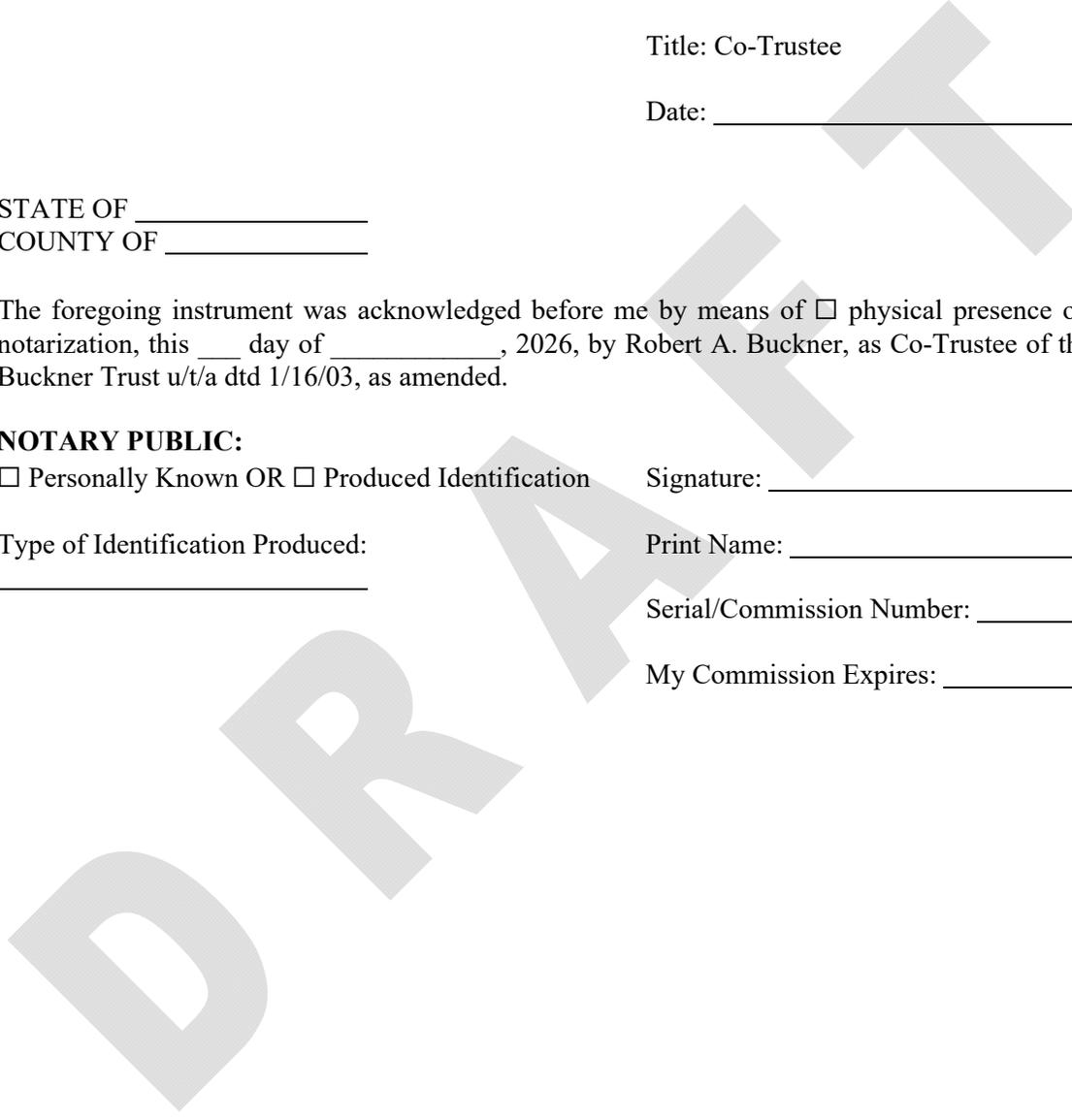
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**James C. Buckner**, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended

By: \_\_\_\_\_

Print Name: James C. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by James C. Buckner, as Co-Trustee of the Celia M. Buckner Trust u/t/a dtd 1/16/03, as amended.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**William M. Buckner**, as Co-Trustee of the  
Celia M. Buckner Trust u/t/a dtd 1/16/03, as  
amended

By: \_\_\_\_\_

Print Name: William M. Buckner

Title: Co-Trustee

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online  
notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by William M. Buckner, as Co-Trustee of the Celia M.  
Buckner Trust u/t/a dtd 1/16/03, as amended.

**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**J. Thomas Bronson**, as Personal Representative  
of the Estate of T.E. Bronson

By: \_\_\_\_\_

Print Name: J. Thomas Bronson

Title: Personal Representative

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2026, by J. Thomas Bronson, as Personal Representative of the Estate of T.E. Bronson.

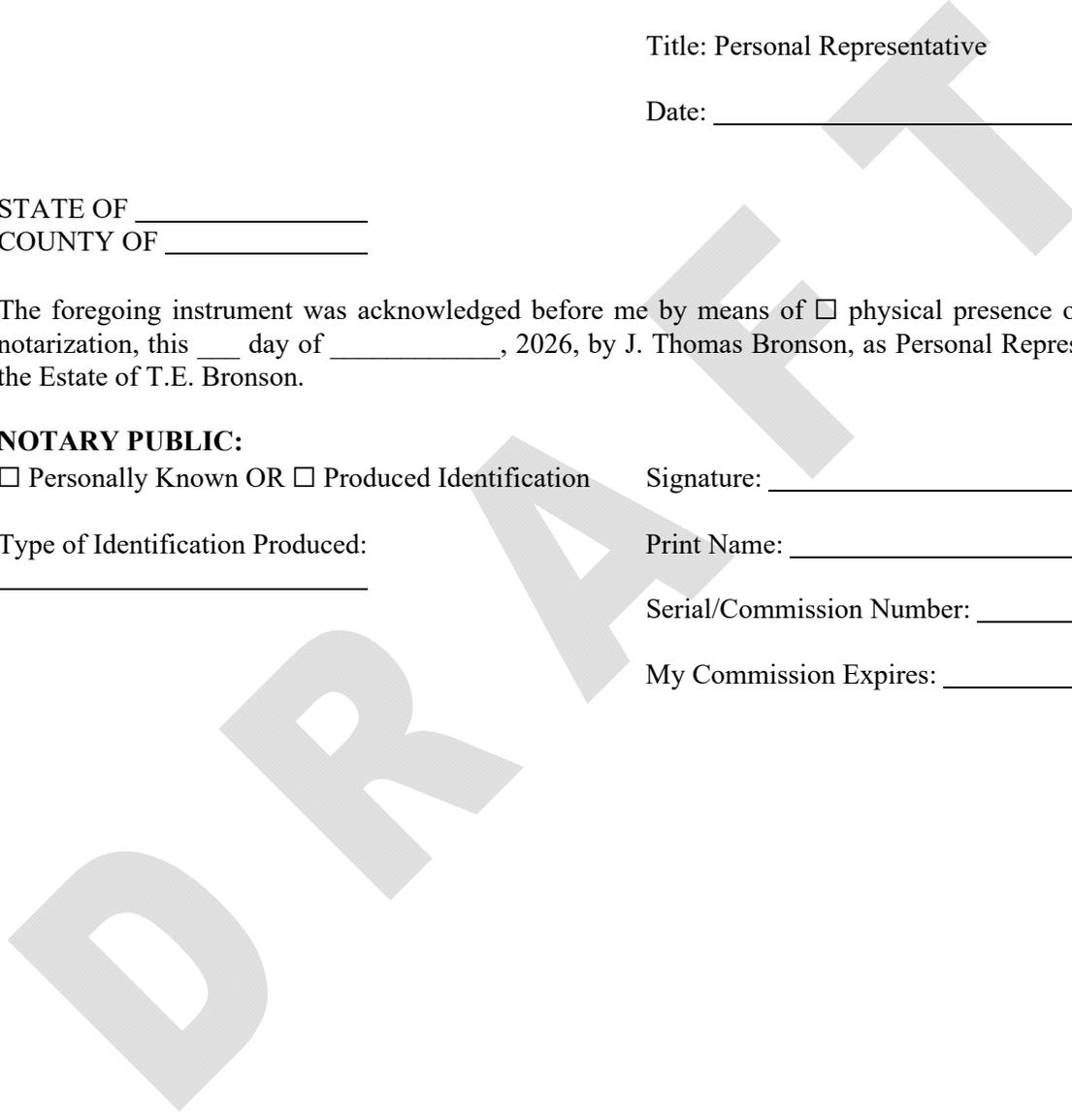
**NOTARY PUBLIC:**

Personally Known OR  Produced Identification      Signature: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_      Print Name: \_\_\_\_\_

\_\_\_\_\_      Serial/Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**ACCEPTED AND AGREED TO  
BY THE SCHOOL BOARD OF  
HERNANDO COUNTY, FLORIDA**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Hernando

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of the School Board.

\_\_\_\_\_  
Notary Public State of Florida

AFFIX SEAL

\_\_\_\_\_  
PRINT, TYPE OR STAMP NAME OF NOTARY

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Approved as to form and legality by legal  
counsel to the School Board of Hernando  
County, Florida, exclusively for its use and  
reliance.

By: \_\_\_\_\_

Christopher J. Wilson

Date: \_\_\_\_\_

**Exhibit "A"**

**DRAFT**