

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

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (the “Easement”) is made and entered into as of the ____ day of _____, 2025 (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”.

W I T N E S S E T H:

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 December ___, 2025 (as amended from time to time, the “Transfer Agreement”) pursuant to which, among other things, 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 (the “Development Agreement”); and

WHEREAS, Developer requires a non-exclusive, temporary easement located on District Property as more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Temporary Easement Area”) for the purpose of the completion of the Improvement Work in accordance with the terms and conditions as more specifically set forth herein.

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 Temporary Access Easement. District does hereby grant, convey and confirm unto Developer, its successors, agents and contractors, a non-exclusive construction easement over, across, upon and through the Temporary Easement Area as and to the extent necessary for the purpose of completion of the Improvement Work. It is expressly understood and agreed to between the parties that Developer shall not use the Temporary Easement Area in any manner that would cause interference with the school on the District Property, nor shall it use the Temporary Access Easement in any manner that would violate this Easement.

3. Termination of Easement. The Temporary Access Easement shall automatically cease and terminate and be of no further force or effect upon Developer's, or its successors or assigns, completion of the Improvement Work and the dedication and acceptance of Explorer Boulevard as a public road. Notwithstanding the provisions of the foregoing sentence providing for automatic termination and extinguishment, Developer agrees that Developer shall execute and deliver to District, within five (5) business days following written request from District to Developer, such instrument or instruments in recordable form as may be reasonably requested to evidence, of record, the termination and extinguishment of the Easement.

4. Access. Developer shall have the right to access the Temporary Easement Area at all times through direct access to the Temporary Easement Area from Explorer Boulevard. Developer shall only have access to the Temporary Easement Area outside of regular school hours and terms, and summer hours in the event that a summer program is held at the District Property except in the case of an emergency. Developer may access the Temporary Easement Area during school hours upon at least twenty-four hours prior emailed notice (and immediately in the event of an emergency) given to the principal of Explorer K-8 and District's Director of Facilities and Construction. Developer shall comply with the Jessica Lunsford Act, effective September 1, 2005, as same may be amended from time to time and with all requirements of Sections 1012.32 and 1012.465, Florida Statutes. All persons or entities entering into agreements with the District who may have personnel who will be on school grounds when students may be present, or who will have contact with students, shall comply with the Level 2 Screening requirements of the Statute and School District Standards. Developer shall, at its expense, ensure that all of Developer's employees and the employees of Developer's subcontractors meet the background screening requirements of Section 1012.465 Florida Statute (Jessica Lunsford Act). Developer shall certify that it and all of its employees, its subcontractors, and their employees who provide services under this Easement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of Developer performing work while students are present. Developer will provide the District with a list of its employees and subcontractors and their employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Developer will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet the standards are added. Developer agrees that in the event Developer or any employee, subcontractor, or subcontractor employee who Developer has certified as completing the background check and meeting the statutory standards then is arrested for any of the disqualifying offenses, Developer will notify the District within forty-eight (48) hours of such. Developer's failure to comply with

this requirement will constitute a material breach of the Easement. Developer agrees to indemnify and hold harmless the District, school, its officers, and employees from any liability in the form of physical injury, death, or property damage resulting from Developer's failure to comply with the requirements of this paragraph.

5. Terms and Restrictions. The following shall apply to this Easement as appropriate:

(a) All work performed by Developer within the Temporary Easement Area must be performed in a good, workmanlike and lien-free manner by contractors duly licensed in Florida to perform such work, and Developer covenants and agrees to comply with any and all applicable laws, ordinances, regulations and rules of governmental authorities and agencies having jurisdiction over the same. District shall have the right, but not the obligation, to conduct observations during construction to ensure the work is being performed in accordance with all applicable laws and regulations.

(b) Developer shall procure and maintain, at its sole cost and expense, public liability and property damage insurance for the Temporary Easement Area, with a company licensed to do business in the State of Florida, which shall insure any and all claims for personal injury, death or property damage occurring in or upon the Temporary Easement Area and shall name District as an additional insured. Within fourteen (14) days of a request by District, Developer shall furnish District with evidence of such insurance, in the form of a certificate of insurance.

(c) Developer must keep the Temporary Easement Area free and clear of any and all liens and encumbrances arising by or through the acts or omissions of Developer.

(d) District shall have the right to enter upon the Temporary Easement Area, but District is prohibited taking any action that would adversely affect Developer's quiet use and enjoyment of the Temporary Easement Area or the rights granted herein. District reserves the right to use the Temporary Easement Area for any and all uses and purposes which do not unreasonably interfere with the grant of Temporary Easement contained in this Agreement.

(e) The Temporary Easement Area must be used in a reasonable manner by Developer and must not be used by Developer in such a way which would unreasonably restrict ingress and egress to, or activities on, District's Property or create a nuisance.

(f) Any work performed by Developer within the Temporary Easement Area must not unreasonably disturb District's use of the remainder of District's Property nor damage any improvements on the remainder of District's Property.

(g) Developer must not allow any hazardous wastes or hazardous materials or substances to flow into the Temporary Easement Area in violation of applicable laws, and, to the extent that this provision is violated, Developer shall be fully responsible for any clean-up together with any and all costs, expenses and damages which might be suffered by District as a result of any such contamination.

(h) Developer, at its sole cost and expense, must obtain and maintain in full force and effect all permits, authorizations and approvals necessary for Developer's use of the Temporary Easement Area. District shall not undertake any action that would or could jeopardize or impair any such permits, authorizations or approvals. Developer shall not undertake any action that would or could jeopardize or impair any such permits, authorizations or approvals obtained by District, including, without limitation, permits from the South Florida Water Management District.

(i) District shall not install landscaping, including trees, shrubs and bushes, in the Temporary Easement Area.

(j) Developer shall promptly repair any damage to the Temporary Easement Area, or any other portion of District's Property, caused by Developer exercising its rights under this Easement. In the event that Developer or its employees, agents or contractors cause damage to the Temporary Easement Area in the exercise of the easement rights, Developer agrees to promptly restore the Temporary Easement Area so damaged to its original condition and grade.

(k) Developer shall erect a screen around the Temporary Easement Area, which screen shall be approved by the District. Specifically, prior to and during construction, Developer shall install a temporary screen that will remain in place for the duration of construction, which screen shall be approved by District in advance of installation.

6. Indemnification. Developer shall indemnify, defend, and hold harmless the District, and all of its officers, agents, and employees from any claim, loss, damages, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Developer, its agents or employees, during the performance of this Easement. The foregoing indemnification obligations expressly survive any termination of this Easement.

7. 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 to have structured, drafted or specified such provision.

8. Enforcement. In the event Developer fails to comply with any term or condition of this Easement, including but not limited to restoration obligations, permitted use restrictions, or time limitations, District shall have the right, upon written notice to Developer, to pursue any and all remedies available at law or in equity. Developer shall be responsible for all costs and expenses incurred by District in enforcing the terms of this Easement, including the cost of repairing any damage to District Property and 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 Easement.

9. 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
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.

10. "AS-IS". The Temporary Easement Area is granted in its "AS IS" condition and without any warranty or representation, express or implied, by District as to the condition or suitability of same for Developer's purposes or otherwise.

11. 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.

12. 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.

13. 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.

14. 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.

15. Joint and Several Liability. Where two or more entities constitute the Developer under this Easement, 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 Easement. The obligations of each such entity are independent, and the non-default of one entity shall not limit or impair the enforceability of this Easement 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

[Remainder of Page Intentionally Blank]

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: _____

Print Name: _____

Address: _____

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 _____, 2025, 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 _____, 2025, 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 _____, 2025, 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: _____

Temporary Easement Area



/15826/2#65022868 v4

CONTAINING 15.54 ACRES MORE OR LESS:

[illegible]

TEMPORARY EASEMENT AREA EXHIBIT B LEGAL DESCRIPTION (EX-B2)

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, 558.66 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH BOUNDARY LINE, RUN S12°25'04"W, 1113.55 FEET; THENCE S77°40'43"E, 233.02 FEET; THENCE S12°19'17"W, 165.11 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; THENCE ALONG SAID SOUTH LINE, RUN N89°26'26"W, 427.62 FEET; THENCE LEAVING SAID SOUTH LINE, RUN S12°20'41"W, 328.00 FEET; THENCE N77°42'00"W, 265.84 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 AND DISTANCE OF N25°33'46"E, 90.96 FEET; THENCE ALONG THE ARC OF SAID CURVE 90.96 FEET TO THE NORTH BOUNDARY LINE OF SAID SECTION 13, AND THE NORTHWEST CORNER OF SAID PARCEL 1.1; THENCE ALONG SAID NORTH LINE, RUN S89°25'50"E, 309.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.54 ACRES MORE OR LESS.