

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

TERMINATION AND RELEASE OF ACCESS AGREEMENT

THIS TERMINATION AND RELEASE OF ACCESS AGREEMENT (the “Termination”) is made and executed this ____ day of _____, 2025, (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”) (Acts 88 and Somerset shall be collectively referred to as the “Developer”) and **THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA**, a body corporate and public subdivision of the state of Florida (the “District”) (collectively, the “Parties”).

WITNESSETH:

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 (“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, 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 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, Hernando County ("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 (the "Dedication"); and

WHEREAS, in connection with and as a contingency to the Dedication to the County, the Parties desire to release and terminate the Access Agreement and the District requires that the Developer provide indemnification to the District.

NOW THEREFORE, for and in consideration of the premises hereof and other good and valuable consideration, the District, Acts 88, the Somerset hereby covenant and agree as follows:

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

2. Release and Termination of Access Agreement. Effective as of the Effective Date, the Parties hereby terminate, discharge, and release the Access Agreement and any obligations set forth therein, and agree that it shall have no further force and effect subject to the conditions set forth in this Termination.

3. Conditions of Termination. The Termination provided by the District herein is expressly conditioned on the Developer complying with the following conditions:

(a) Developer shall take no action that would impair the District's use of the District Property for access to the School.

(b) Developer, and any of its successors and/or assigns, shall 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 pursuant to a separate agreement. Any modifications to the plans attached hereto must be approved in writing by the District's governing board.

(c) Developer, if necessary, shall enter into a new agreement with the County governing its access, whereby the County shall provide Developer comparable access to that provided in the Access Agreement.

4. Indemnification.

(a) Acts 88 and Somerset, and their respective successors, and assignees, ("Indemnitor Parties") agree to indemnify, protect, defend, and hold harmless the District and the employees and agents of the District from any claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims), interest, or losses, including reasonable attorneys' and paralegals' fees and expenses (including any such fees and expenses incurred in enforcing the terms of this Termination or collecting any sums due hereunder), consultant fees,

and expert fees, together with all other costs and expenses of any kind or nature (collectively, the "Costs") that may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising directly or indirectly in connection with, with respect to, or as a direct or indirect result of (i) Indemnitor Parties' actions, omissions, or failure to act, or the actions, omissions, or failure to act of Indemnitor Parties with regard to the Easements, Development Agreement, Access Agreement, this Termination, or (ii) any failure on the part of Indemnitor Parties to comply with any covenant required to be performed or complied with.

(b) This indemnification shall be ongoing, perpetual, continuing, irrevocable and binding on Indemnitor Parties and its respective successors, and assigns, inuring to the benefit of District, and its representatives, successors, and assigns. Indemnitor Parties' obligations hereunder may not be assigned or subcontracted. All representations, warranties and covenants of Indemnitor Parties set forth in this Termination shall continue in effect and, to the extent permitted by law.

5. Miscellaneous.

(a) Attorneys' Fees. In the event of any litigation between the Parties hereto (or their successors in interest as described herein) with respect to enforcement of rights under this Termination, the prevailing party in such action shall be entitled to recover all costs and expenses paid or incurred by such party in connection therewith, including reasonable attorneys' fees at or before the trial level and in any appellate proceedings.

(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:

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.

(c) Construction. Whenever the context of this Termination 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 Termination are not a part of this Termination 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 Termination is declared invalid or unenforceable, then, if reasonably possible, taking into consideration the intent and purpose of the Parties in entering into this Termination, the remainder of this Termination shall continue in full force and effect.

(f) Entire Agreement. This Termination 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 Termination 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 Termination shall be judged and resolved in accordance with the laws of the State of Florida. Exclusive jurisdiction and venue for any action filed to interpret or enforce the terms of this Termination shall be in the appropriate court in Hernando County, Florida.

(h) Authority. Each of the undersigned individuals represents and warrants that it has the due and proper authority to execute this Termination.

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

ACTS 88, LLC, a Florida limited liability company

By: _____

Name: _____

Title: _____

This _____ day of _____, 2025

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]

SOMERSET LAND LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

This _____ day of _____, 2025

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 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]

**SCHOOL BOARD OF HERNANDO COUNTY,
FLORIDA**

By: _____
Name: _____
Title: _____

This _____ day of _____ 2025.

Attest:

By: _____
Name: _____
Title: _____

Approved as to Form:

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