



HERNANDO SCHOOL DISTRICT

Sunrise School Site Update

Presented by:

Brian Ragan, Director of Facilities & Construction

Jim Lipsey, School Planner

March 24, 2026

Agenda Item 26-3587

Sunrise School Site Timeline

Part I

- 03-25-2026 Negotiate Property Access License Agreement (*Slide 4*)
- 04-28-2026 Approve Agreement & Commence Due Diligence
Goal: 120 days (08-25-2026)
- Obtain Survey & Legal Desc. (*1-2 weeks*)
 - Title Review (*1-2 weeks*)
 - Appraisal (*3-6 weeks*)
 - Phase 1 ESA (*3-6 weeks*)
 - Land Use, Zoning, and Regulatory Review (*2-4 weeks*)
- 08-05-2026 Wrap Up Due Diligence
- 08-25-2026 School Board Workshop
- Review and discussion of findings
 - Consensus on whether to accept or decline site



Sunrise School Site Timeline

Part II

TO DECLINE SCHOOL SITE

- 08-26-2026 Prepare declination letter
- 09-22-2026 School Board Meeting
 - Approve & sign declination letter

TO ACCEPT SCHOOL SITE *Closing deadline per Settlement Agreement: 12-31-2026*

- 08-26-2026 Prepare acceptance letter
- 09-02-2026 Negotiate “Transfer Agreement” (2-4 weeks)
- 09-22-2026 School Board Meeting
 - Approve & sign acceptance letter
- 10-20-2026 School Board Meeting
 - Approve/Sign “Transfer Agreement”
- 10-21-2026 Final title review & document preparation (1-3 weeks)
- 11-11-2026 Closing (1 week)

Sunrise Property Access License Agreement

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/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").

WITNESSETH:

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").

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- Requested by School Board / Granted by Owner(s)
- Provides copies of any existing documents, such as:
 - Survey / Geotech / Wetland Reports
 - Environmental Audit
 - Title Commitment
- Allows School Board (or its agents) to enter the property to conduct any new due diligence work
- School Board's agents to have liability & auto insurance
- School Board to indemnify and hold harmless Owner(s)
- Expires in 120-days
 - One 90-day extension, if needed



**HERNANDO
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Slide 4

Sunrise School Site Task Checklist

- Facilities & Finance to discuss setting up impact fee escrow account for Metro Development Group (MDG)
- Request accounting of all impact fees paid to date by MGD since 12/1/2024 (per Settlement Agreement)
- Ascertain whether a Letter of Interest is needed
- Create Impact Fee Credit Voucher & Redemption Ledger for Sunrise
- Compare statutes/ordinances governing expenditure of prop share mitigation payments v. impact fees
- Research availability and cost of other East County sites
- Formulate recommendation to accept/decline Sunrise site





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