

R26-008

A RESOLUTION OF THE SCHOOL BOARD OF HERNANDO COUNTY, FLORIDA, RELATING TO A RIGHT-OF-WAY DEDICATION AGREEMENT CONVEYING REAL PROPERTY OWNED BY THE SCHOOL BOARD OF HERNANDO COUNTY TO HERNANDO COUNTY; SCHOOL BOARD OF HERNANDO COUNTY ACQUISITION OF REAL PROPERTY FROM DEVELOPER; TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT WITH DUKE ENERGY; TERMINATION AND RELEASE OF ACCESS AGREEMENT WITH DEVELOPER; AUTHORIZATION FOR THE CONVEYANCE OF TEMPORARY EASEMENT TO DEVELOPER FOR CONSTRUCTION OF IMPROVEMENTS; PROVIDING FOR THE FINDINGS; PROVIDING FOR THE GENERAL AUTHORITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS the School Board of Hernando County, a body corporate and public subdivision of the state of Florida (“District”) may sell, transfer, or dispose of any district real property, regardless of value, by public sale, private sale, negotiation, donation, or any other means deemed in the best interest of the district by the Board, in accordance with the minimum requirements of the State Board of Education Rules.

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”), attached hereto as **Exhibit “A”**, which is a currently improved public road providing access to the District’s Explorer K-8 School (the “School”).

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.

WHEREAS, Somerset Land, LLC, a Florida limited liability company (“Somerset”) is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 223 17 3555 0000 0000 (the “Somerset Property”), attached hereto as **Exhibit “B”**.

WHEREAS, Acts 88, LLC (“Acts 88”, collectively with Somerset, the “Developer”), is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 423 17 0000 0010 0050 (the “Acts Property”), attached hereto as **Exhibit “C”**.

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.

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.

WHEREAS, Hernando County (the “County”), a political subdivision of the State of Florida, and 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, add additional access, perimeter security fencing and gates, and queuing for the School.

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 (collectively, the “Dedication”).

WHEREAS, the District desires to dedicate to the County the District Property for purposes of public right-of-way, subject to the terms and conditions set forth in the County Transfer Agreement, attached hereto as **Exhibit “D”**, and incorporated herein by reference (the “County Transfer Agreement”).

WHEREAS, in consideration for the District’s Dedication to the County, Somerset has agreed to transfer to District, and District has agreed to acquire from Somerset, a portion of the Somerset Property, and Acts 88 has agreed to transfer to District, and District has agreed to acquire from Acts 88, a portion of the Acts 88 Property, with all rights and appurtenances thereto, including, but not limited to, rights of ingress and egress, any and all air space rights and interests and subsurface rights and interests, mineral rights, timber rights, riparian and littoral rights, together with all pertinent rights and interest pertaining to adjacent streets and roadways (collectively referred to as the “Real Property”), and all in accordance with the terms and conditions contained in the Transfer Agreement, attached hereto as **Exhibit “E”**, along with all attachments, and incorporated herein by reference.

WHEREAS, the conveyance by Developer to District shall also include all intangible property now or on the Closing Date owned or held by Developer in connection with the Real Property, including, without limitation, all engineering, designs, plans, specifications, land plans, studies, marketing reports, licenses, franchises, permits, contracts rights, agreements, zoning rights, density rights, development rights, TDRs, prepaid impact fees, credits for impact fees, mobility

fees, access, service or other fees of any kind, and other entitlements and governmental applications, submittals and approvals which relate to the use, ownership and/or development of the Real Property, development orders and approvals, concurrency certificates or certifications and vested rights or claims of estoppel against governmental agencies, if any, to the extent such items exist (collectively, the “Intangible Property”, collectively with the Real Property, the “Developer Property”).

WHEREAS, in connection with the Developer Transfer Agreement, attached hereto as **Exhibit “E”** (“Developer Transfer Agreement”), Somerset will be connecting one of District’s existing drainage retention areas to a new drainage pond on the Somerset Property, as more fully described and depicted in the Drainage Easement Agreement attached to the Developer Transfer Agreement, which Drainage Easement Agreement will be executed at the closing of the Developer Property.

WHEREAS, pursuant to the Developer Transfer Agreement, Developer agrees 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 District’s school as well as construction and upgrading of District’s drainage (collectively, the “Developer Improvement Work”) and to complete the Developer Improvement Work, Developer requires a non-exclusive, temporary easement located on District Property as more particularly described in the Temporary Construction Easement Agreement in **Exhibit “F”** attached hereto and incorporated herein (“Temporary Construction Easement Agreement”), for the purpose of the completion of the Developer Improvement Work in accordance with the terms and conditions of the Temporary Easement Agreement, Developer Transfer Agreement, and Development Agreement.

WHEREAS, District desires to 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 described in the Temporary Construction Easement Agreement) as and to the extent necessary for the purpose of completion of the Developer Improvement Work.

WHEREAS, it is expressly understood and agreed to between District and Developer 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 Easement Area in any manner that would violate this Temporary Easement Agreement.

WHEREAS, in connection with and as a contingency to the Dedication to the County, the Developer and District desire to release and terminate the Access Agreement and the District requires that the Developer provide indemnification to the District, as described in the Termination and Release of Access Agreement of **Exhibit “G”**, attached hereto and incorporated herein (“Termination and Release of Access Agreement”).

WHEREAS, the District and Duke have agreed to terminate the 2006 Encroachment Agreement pursuant to the terms of the Termination and Release of Encroachment Agreement, attached as **Exhibit “H”** and incorporated herein (“Termination and Release of Encroachment Agreement”).

WHEREAS, Duke and the County wish to enter into a new Encroachment Agreement, attached as **Exhibit “I”** as the County desires to encroach upon the Easement Area recorded in Deed Book 97, Page 418, and Order of Taking recorded in Official Records Book 933, Page 347, and Duke is willing to permit those encroachments under the terms and conditions of the Agreement.

WHEREAS, District and County wish to execute a Deed of Dedication, wherein District conveys to County the District Property.

NOW, THEREFORE, BE IT RESOLVED by the Hernando County School Board, Florida, as follows:

1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are incorporated as the findings of the School Board of Hernando County as governing body of the District as if set forth fully herein.
2. The School Board of Hernando County hereby determines that it is in the best interest of the District to dedicate and transfer to the County the District Property, as described in the County Transfer Agreement, attached as **Exhibit “D”** for purposes of public right-of-way and a County collector road.
3. The School Board of Hernando County hereby determines that it is in the best interest of the District to acquire from Developer the right, title and interest to the Developer Property, as described in the Developer Transfer Agreement, attached as **Exhibit “E”**.
4. Having received no legal protest to the conveyance of the Temporary Easement Agreement or Dedication of District Property to the County, the School Board of Hernando County hereby approves the District’s conveyance of the Temporary Easement Agreement to Developer for the Developer Improvement Work, the Dedication of District Property to County, and acquisition of the Developer Property.
5. The School Board of Hernando County hereby determines that, in order to effectuate the foregoing Transfer Agreements, termination of the Encroachment Agreement with Duke and release of each party’s rights, duties, and obligations in accordance with the terms and conditions of the Termination and Release of Encroachment Agreement thereunder is required, and it is in the District’s best interests to do so.
6. The School Board of Hernando County hereby determines that, in order to effectuate the foregoing Transfer Agreements, the Access Agreement with Acts 88 and Somerset must be terminated in accordance with the terms and conditions of the Termination and Release of Access Agreement, attached as **Exhibit “G”**, and it is in the District’s best interests to do so.
7. The School Board of Hernando County hereby determines that, in order to effectuate the foregoing Transfer Agreements, the District must convey unto Developer, Developer’s 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 Developer Improvement Work as more fully described in the Temporary Construction Easement Agreement, attached as **Exhibit “F”**, and that it is in the District’s best interests to do so.

8. The School Board of Hernando County hereby approves the County Transfer Agreement, attached hereto as **Exhibit “D”**.
9. The School Board of Hernando County hereby approves the Developer Transfer Agreement, attached hereto as **Exhibit “E”**.
10. The School Board of Hernando County hereby approves the Temporary Construction Easement Agreement attached hereto as **Exhibit “F”**.
11. The School Board of Hernando County hereby approves the Termination and Release of Access Agreement attached hereto as **Exhibit “G”**.
12. The School Board of Hernando County hereby approves the Termination and Release of Encroachment Agreement attached hereto as **Exhibit “H”**.
13. The School Board of Hernando County hereby approves the Deed of Dedication attached hereto as **Exhibit “J”**.
14. The School Board of Hernando County authorizes Superintendent and/or Board Chair, to execute, on behalf of the District, all documents necessary or incidental to the transactions contemplated by the agreements presented to the School Board of Hernando County, including but not limited to: any deeds, conveyances, easements, and dedications; closing statements, affidavits, and certificates; assignments, notices, amendments, and consents; all closing documents required by the title company, or any governmental authority; and any other instruments reasonably required to effectuate and complete the transaction. The Superintendent and/or Board Chair is authorized to take such additional actions, make such non-substantive revisions, and sign such supplementary documents as may be necessary to carry out the intent of this Resolution and to consummate the transaction in the best interest of the District.
15. This Resolution shall become effective immediately upon passage by the School Board of Hernando County.

DULY ADOPTED AND APPROVED by majority vote of the School Board of Hernando County, Hernando County, Florida, at the regular School Board Meeting, held the ____ day of ____, 2026.

By: _____
Kayce Hawkins, Chairperson
School Board of Hernando County

Attest: _____
Ray Pinder, Superintendent
School Board of Hernando County

Exhibit "A"

Legal Description of District Property

Exhibit “B”

Legal Description of Somerset Property

Exhibit "C"

Legal Description of Acts 88 Property

Exhibit “D”

Transfer Agreement with County

Exhibit “E”

Transfer Agreement with Somerset and Acts 88

Exhibit “F”

Temporary Construction Easement Agreement

Exhibit “G”

Termination and Release of Access Agreement

Exhibit “H”

Termination and Release of Encroachment

Exhibit “J”

County and Duke Encroachment Agreement

Exhibit "J"
Deed of Dedication