

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

TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT

THIS TERMINATION AND RELEASE OF ENCROACHMENT AGREEMENT (the “Termination”) is made and executed this ____ day of _____, 2025 (the “Effective Date”), by and between **DUKE ENERGY FLORIDA, LLC**, a Florida limited liability company, successor by name change and merger to Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation (“Duke”) 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, being more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (“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 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, 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; and

WHEREAS, Hernando County (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, add additional access, perimeter security fencing and gates, and queuing for the School, in addition to further development of neighboring property (collectively, the “Development”); and

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”); and

WHEREAS, Duke has issued a Letter of No Objection (“LONO”) with regard to the Development and the Dedication in which Duke agreed to terminate the Encroachment Agreement, which Encroachment Agreement (along with the District’s rights) shall be replaced with the right-of-way depicted on Exhibit “B” attached hereto and incorporated herein (the “Right-of-Way”); and

WHEREAS, the District and Duke have agreed to terminate the Encroachment Agreement pursuant to the terms set forth herein.

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

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

2. Termination. The Encroachment Agreement is hereby terminated in its entirety, and all rights, duties, and obligations of the parties under the Encroachment Agreement are extinguished as of the Effective Date of this Termination. The District’s right to occupy and use the portion of the District Property previously encumbered by the Easements for road right-of-way and access to the School shall hereafter be governed solely by the Right-of-Way. Duke acknowledges and approves the Right-of-Way and agrees that it shall not take any action that would impair, interfere with, or otherwise impede the District’s lawful use and enjoyment of such Right-of-Way for access to the School.

3. Release. Duke hereby releases, remises, quitclaims, and forever discharges the District, its successors and assigns, from any and all rights, interests, easements, privileges, covenants, restrictions, or obligations arising out of or created by the Encroachment Agreement, whether express or implied.

4. 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:

Duke:

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.

[Remainder of Page Intentionally Blank]

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

DUKE ENERGY FLORIDA, 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 DUKE ENERGY FLORIDA, 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: _____

Exhibit “A”

Legal Description of District Property

DRAFT

Exhibit “B”

Right-of-Way Plans

DRAFT