



# HERNANDO SCHOOL DISTRICT

---

Jim Lipsey, AICP-C  
School Planner

Caroline Mockler  
Staff Counsel

## **Somerset & Explorer K-8 Access**

Date: December 9, 2025

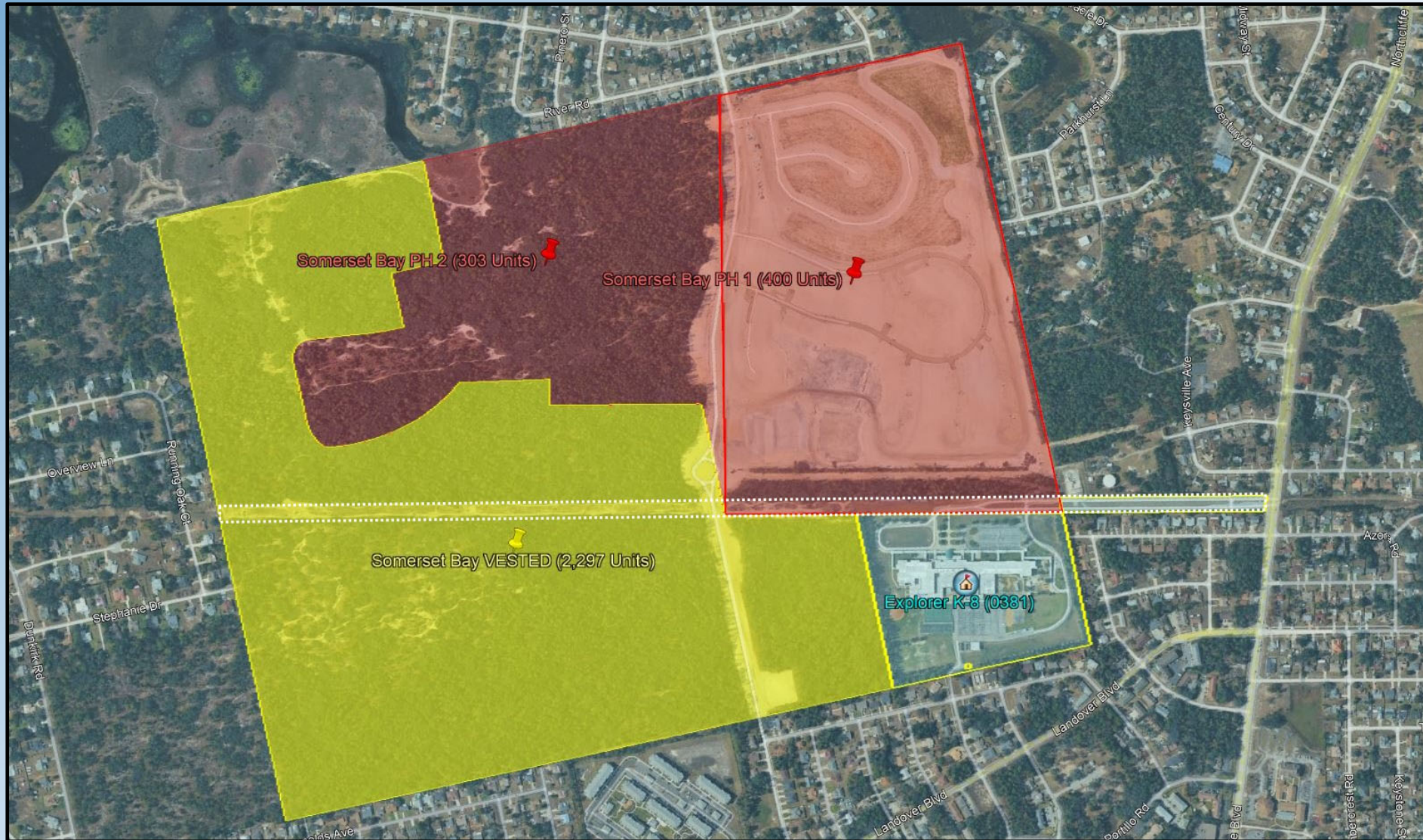
Agenda Item: 26-3464

# TABLE OF CONTENTS

---

- 1. Vicinity Map**
- 2. Historical Brief**
- 3. Current & Proposed School Access**
- 4. Overview of Legal Agreements**

# 1. Vicinity Map



**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it.

Slide 3



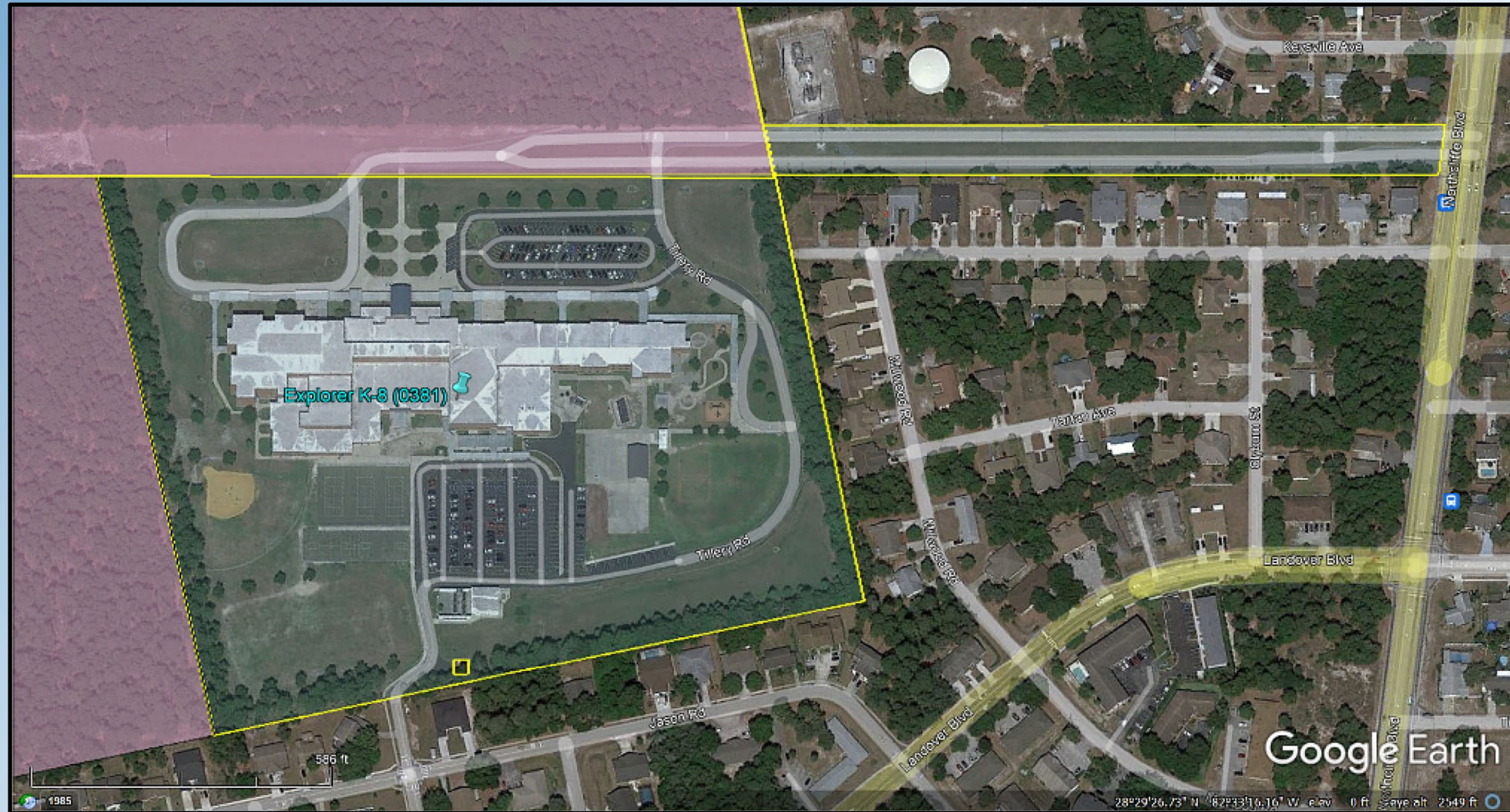
## 2. Historical Brief

---

- 1995 Taking & Permanent Easement (Florida Power Corp. vs. Loren E. Hamm)
- 2006 Duke's School Encroachment Agreement (as Progress Energy, to HCSB)
- 2015 Development Access Agreement (Mark 425, successor to Hamm, & HCSB)  
Duke's Letter of No Objection (To Luke 1248 LTD)
- 2022 Amended Access Agreement (HCSB & Acts 88 / Somerset Land LLC)  
Conditional Plat Approval – Ph. 1 (Hernando Co. Planning & Zoning )  
Development Agreement (BOCC & Somerset Land LLC)
- 2023 Duke's Objection to Public R.O.W. Through Easement
- 2024 Duke's Objection to BOCC's Proposed Resolution  
BOCC's Resolution Requesting Dedication of Explorer Blvd.
- 2025 HCSD Informed of Duke's OK to Revised Access



### 3. Current & Proposed School Access



Current Access via Explorer Blvd. (Shaded area indicates Developer's property.)



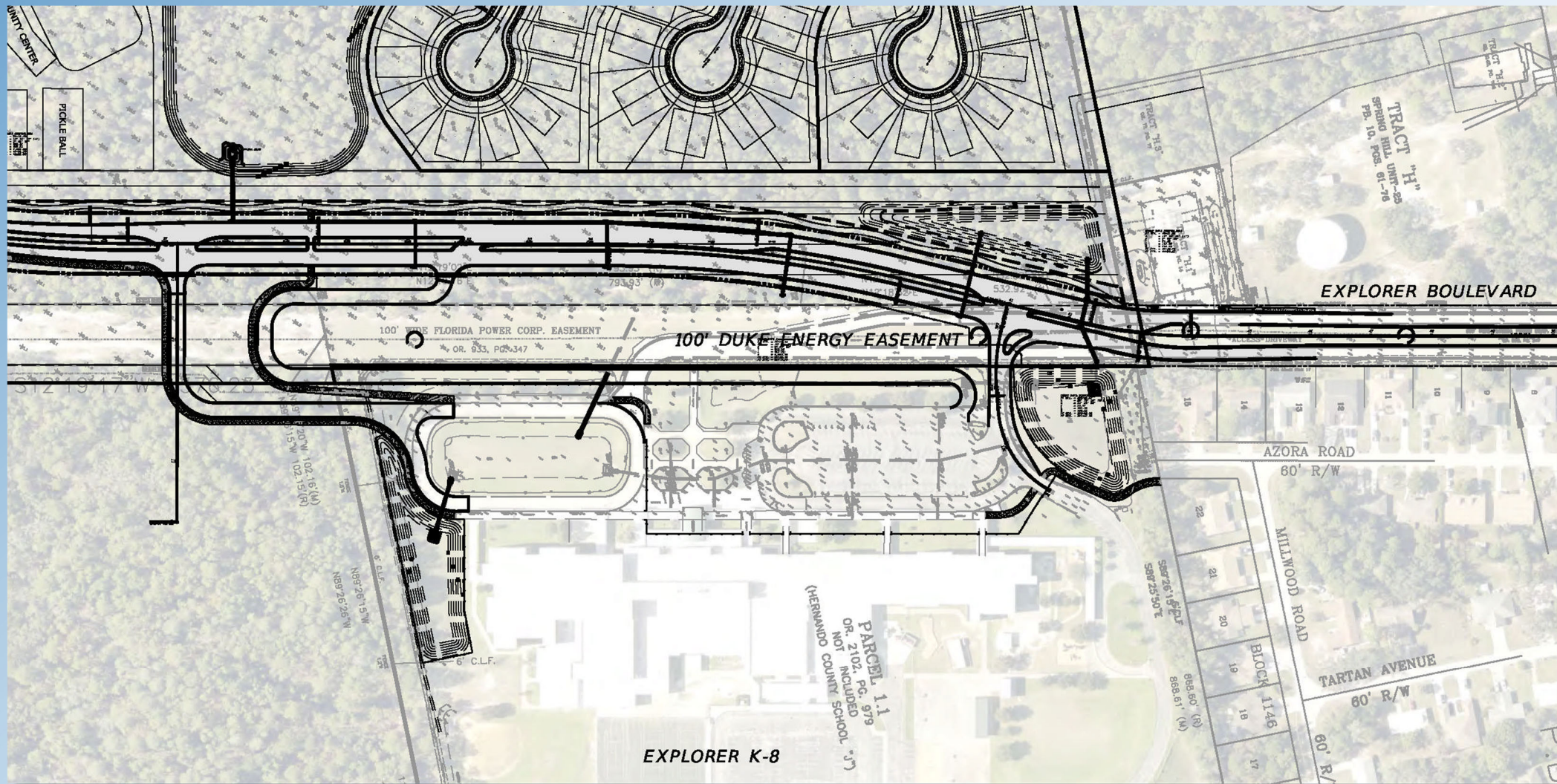
**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it.

Slide 5



### 3. Current & Proposed School Access



Proposed Overall Access Plan



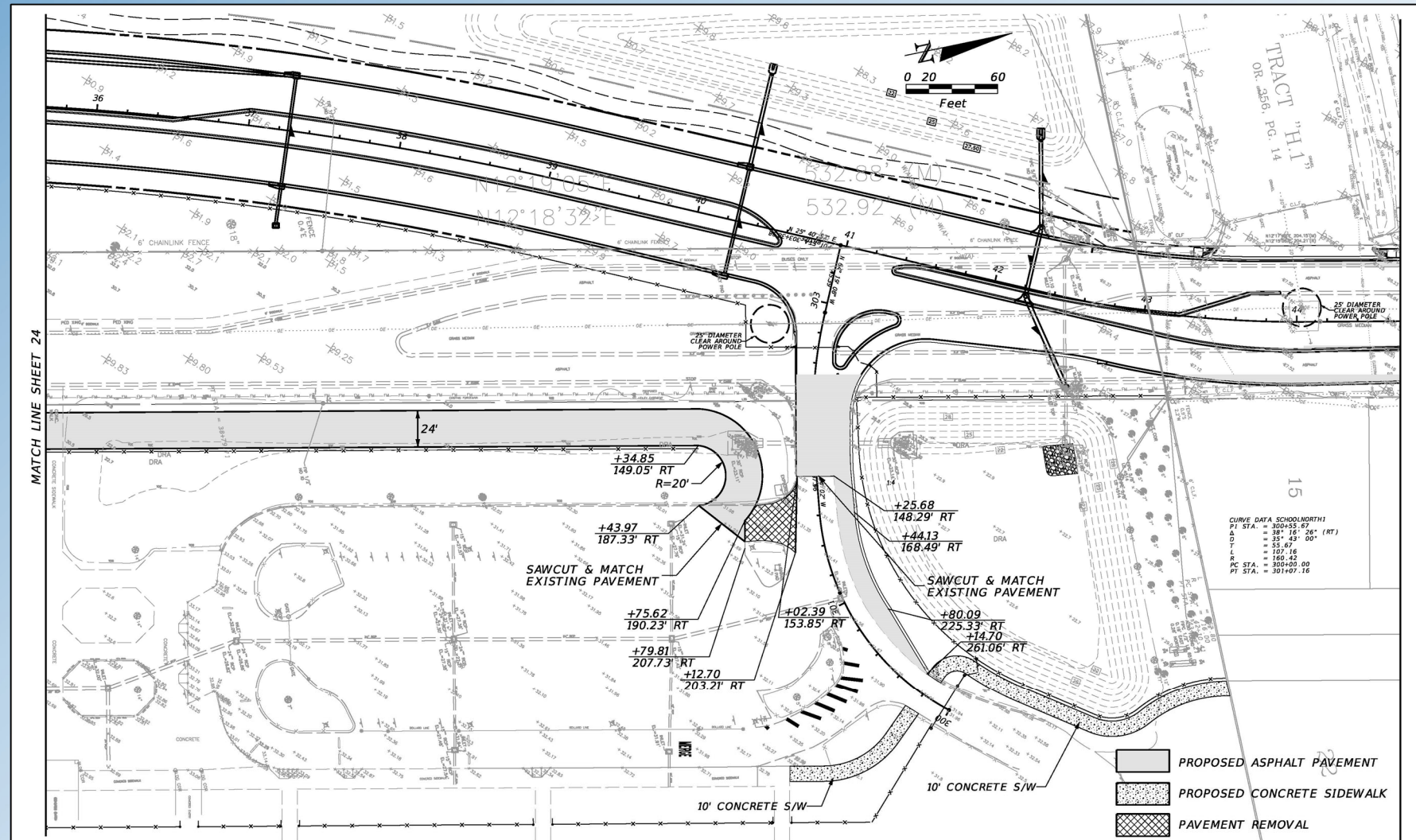
**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it.

Slide 6



### 3. Current & Proposed School Access



Proposed School Plan (Main Entrance)



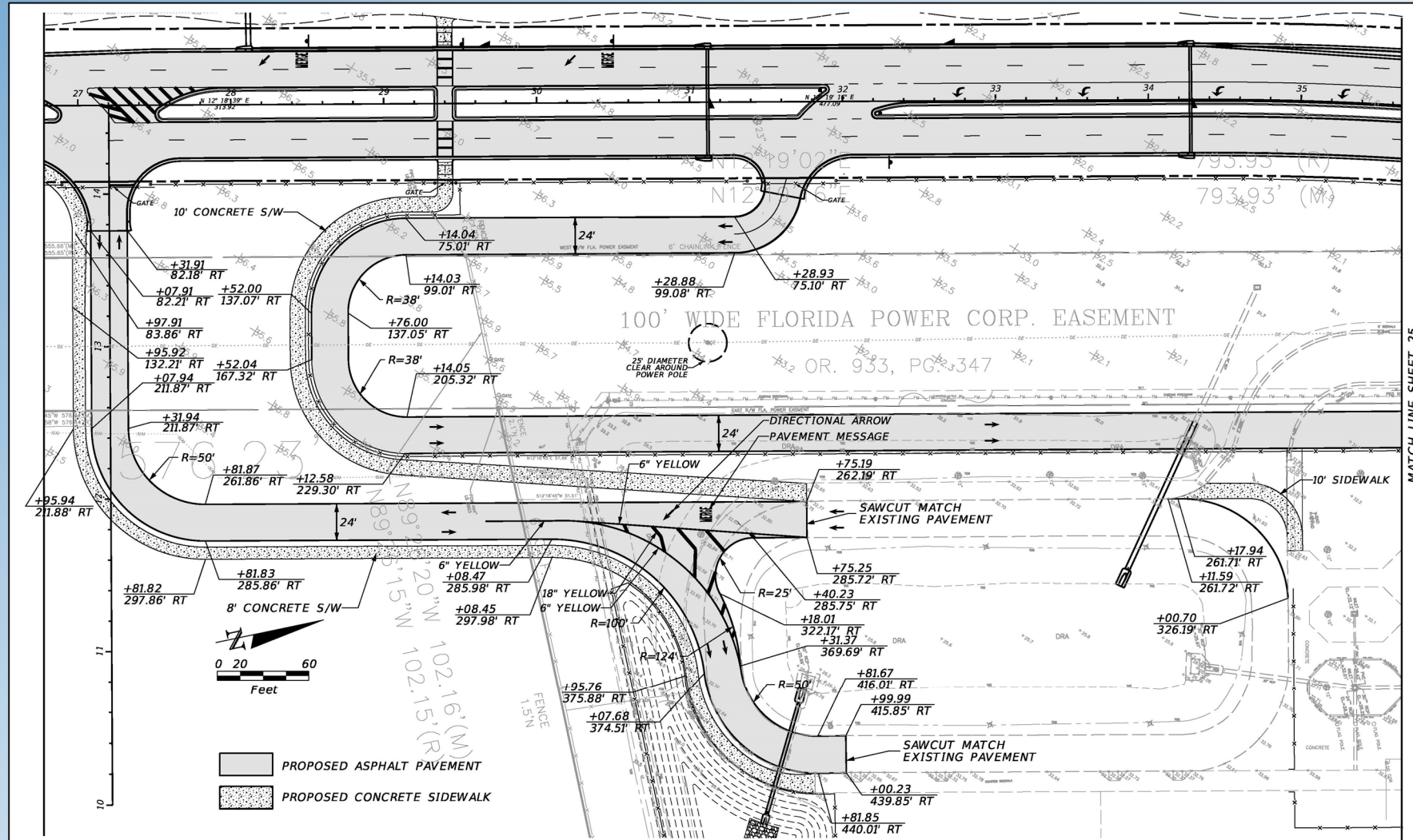
**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

Slide 7



### 3. Current & Proposed School Access



Proposed School Plan (Bus & Queuing Line Entrance)



**HERNANDO**  
SCHOOL DISTRICT

Learn it. Love it. Live it.

Slide 8

## 4. Overview of Legal Agreements

---

1. Duke's Letter of No Objection (LONO)
2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)
3. Duke's Termination/Release of Prior Encroachment Agreement
4. Somerset + Acts 88 Termination of Prior Access Agreement
5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)
  - a) Drainage Easement
6. HCSB's Temporary Construction Easement Agreement

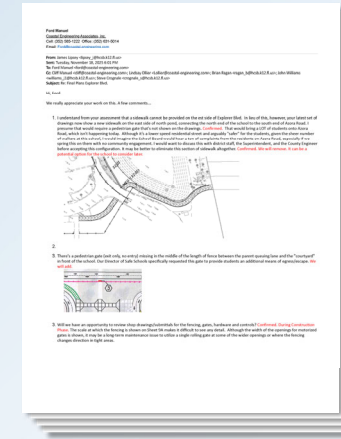
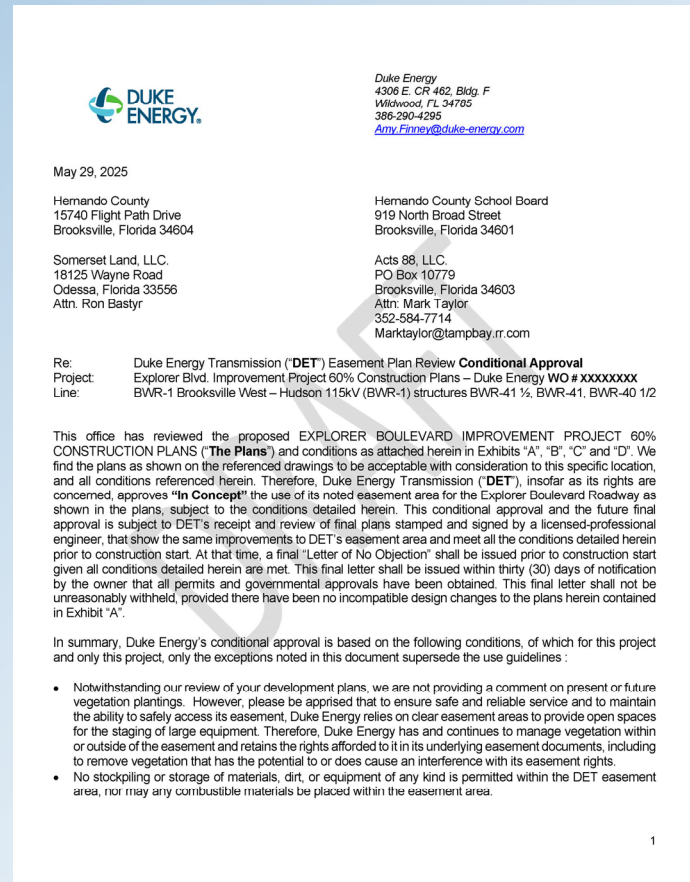


# 4. Overview of Legal Agreements

## 1. Duke's Letter of No Objection (LONO)

a) CONDITIONAL LONO

b) FINAL LONO





# 4. Overview of Legal Agreements

## 2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)

**TRANSFER AGREEMENT**  
County

**THIS TRANSFER AGREEMENT** (the "**Agreement**") is made and executed as of the Effective Date by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604 (the "**County**") 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**").

**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 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**, 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

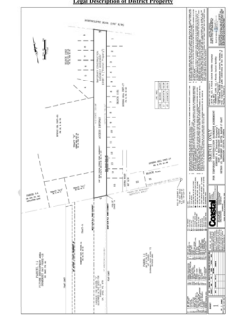
**WHEREAS**, the County and Somerset Land, LLC ("Somerset") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "**Development Agreement**") pursuant 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, LLC ("Acts"), 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

1

#62729103 v5

**Exhibit "A"**  
Legal Description of District Property



9

**Exhibit "B"**  
Title Encumbrances

Old Republic National Title Insurance Company Property Information Report, File No. 22031341, dated through October 10, 2022 @ 9:49 a.m.

- Easement in favor of Florida Power Corporation recorded in Deed Book 97, Page 418.
- Permanent easement in favor of Florida Power Corporation contained in Order of Taking recorded in O.R. Book 933, Page 347.
- Access Agreement between Hernando County School Board and Mark 423, LTD recorded in O.R. Book 2231, Page 649, as affected by First Amendment to Access Agreement recorded in O.R. Book 4158, Page 660.
- Infrastructure Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3943, Page 433.
- Encroachment Agreement between Florida Power Corporation and Progress Energy Florida, Inc. and Somerset County School Board signed 11/20/06, Book 2479, Page 1084.
- Prepaid Utility Easement in favor of Hernando County Water and Sewer District recorded in O.R. Book 3943, Page 187.
- Easement Agreement between Somerset Land LLC and Acts 88, LLC recorded in O.R. Book 3943, Page 433.

12

**Exhibit "C"**  
Notarized Declaration of Notary Public

I, the undersigned, am an officer or representative of SOMERSET LAND, LLC, a Florida limited liability company, and attest Somerset Land, LLC does not use coercion for labor or services in addition to section 387.05, Florida Statutes. Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

SOMERSET LAND, LLC, a Florida limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

CREATED BY: \_\_\_\_\_  
COUNTY OF \_\_\_\_\_


The foregoing instrument was sworn to and subscribed before me by reason of: ☐ physical presence or ☐ online notarization. This \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, \_\_\_\_\_, of SOMERSET LAND, LLC, a Florida limited liability company, who is personally known to me, or produced authentication.

[AFFIX NOTARY SEAL]

Notary Public Signature: \_\_\_\_\_  
Print Notary Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

17

**Exhibit "D"**  
Duke Letter of No Objection



13


As per the letterhead of the County of Hernando, Florida, dated 11/20/06, the County of Hernando, Florida, has granted the District the right 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

We hereby agree to extend Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

1. I understand from your agreement that a sketch is to be provided on the site of the proposed extension of Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

2. I understand from your agreement that a sketch is to be provided on the site of the proposed extension of Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and

3. I understand from your agreement that a sketch is to be provided on the site of the proposed extension of Explorer Boulevard to the south, and add additional access, perimeter security fencing and gates, and queuing for the School; and



14

# 4. Overview of Legal Agreements

## 3. Duke's Termination/Release of Prior Encroachment Agreement

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

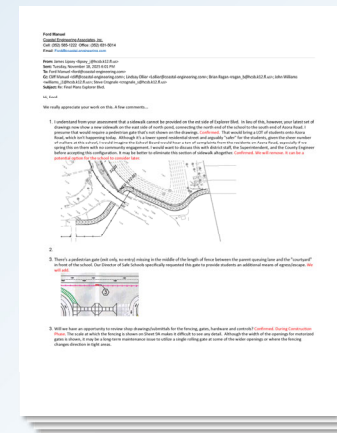
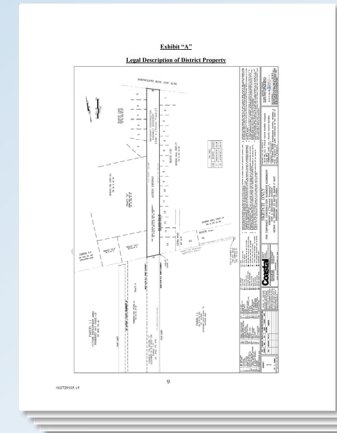
**WHEREAS**, Duke has easement rights to the District Property pursuant to that certain Easement dated April 1, 1927, recorded in Deed Book 97, Page 418 and Order of Taking recorded in Official Records Book 933, Page 347, all in the official records of Hernando County (collectively, the "**Easements**"); 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

#65013759 v1

1



# 4. Overview of Legal Agreements

## 4. Somerset + Acts 88 Termination of Prior Access Agreement (To HCSB)

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.: K12 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

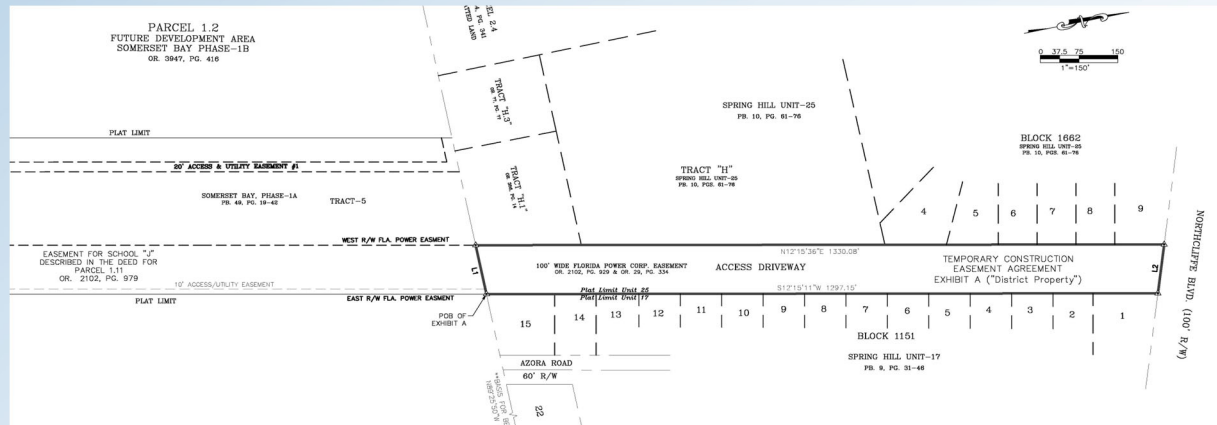
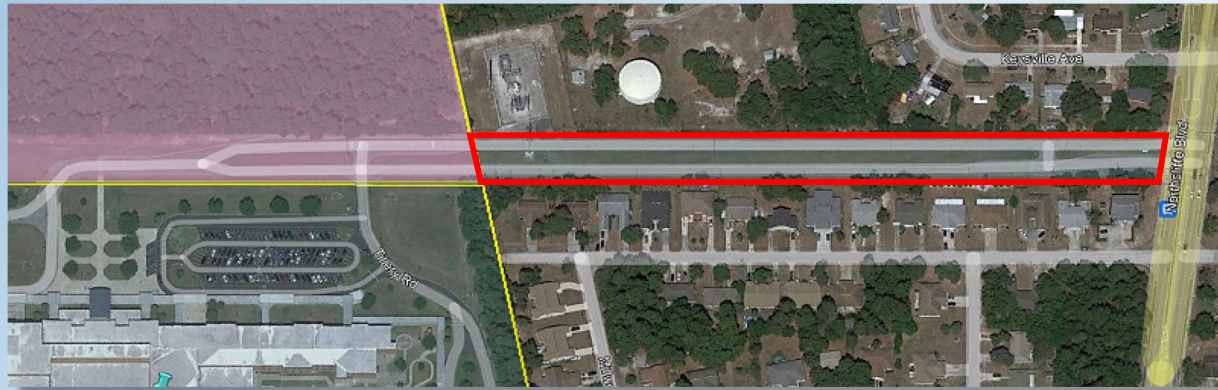
**WHEREAS**, the County and Somerset Land, LLC ("**Somerset**") are parties to that certain Development Agreement dated November 29, 2022, recorded as Instrument Number 2023012862, in Official Records Book 4273, Page 304 in the official records of Hernando County (the "**Development Agreement**") pursuant 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



# 4. Overview of Legal Agreements

2. HCSB's Transfer & Dedication of Explorer Blvd. (To BOCC)
3. Duke's Termination/Release of Prior Encroachment Agreement (To HCSB)
4. Somerset + Acts 88 Termination/Release of Prior Access Agreement (To HCSB)



# 4. Overview of Legal Agreements

## 5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)

### TRANSFER AGREEMENT Somerset and Acts

**THIS TRANSFER AGREEMENT** (the "**Agreement**") is made and executed as of 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**") (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 ("**District**").

### WITNESSETH:

**WHEREAS**, 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**, 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**"); and

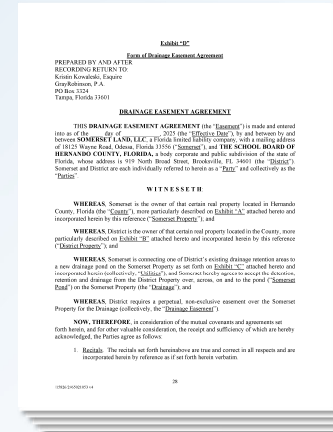
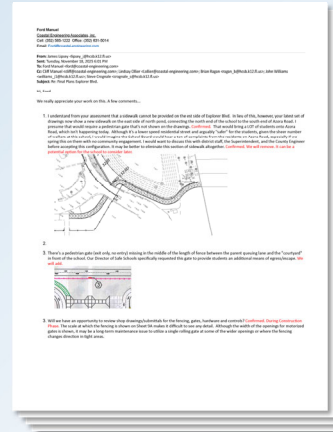
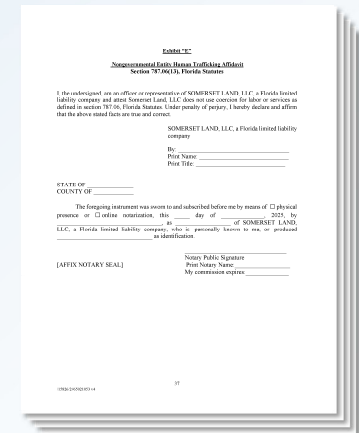
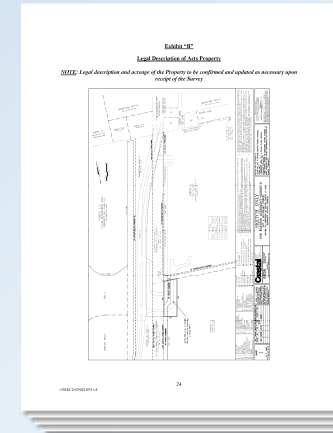
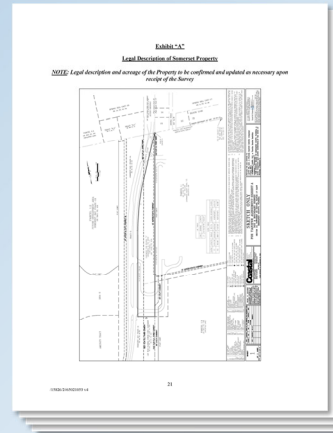
**WHEREAS**, Acts is the owner of certain real property in Hernando County, Florida, known as Parcel ID: R13 423 17 0000 0010 0050 (the "**Acts Property**"); and

**WHEREAS**, Hernando County (the "**County**") 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, 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**, 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 depicted on Exhibit "A" attached hereto and incorporated herein, and Acts has agreed to transfer to District, and District has agreed to acquire from Acts, a portion of the Acts Property depicted on Exhibit "B" attached hereto and incorporated herein, both parcels are together 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**") all in accordance with the terms and conditions contained in this Agreement; and

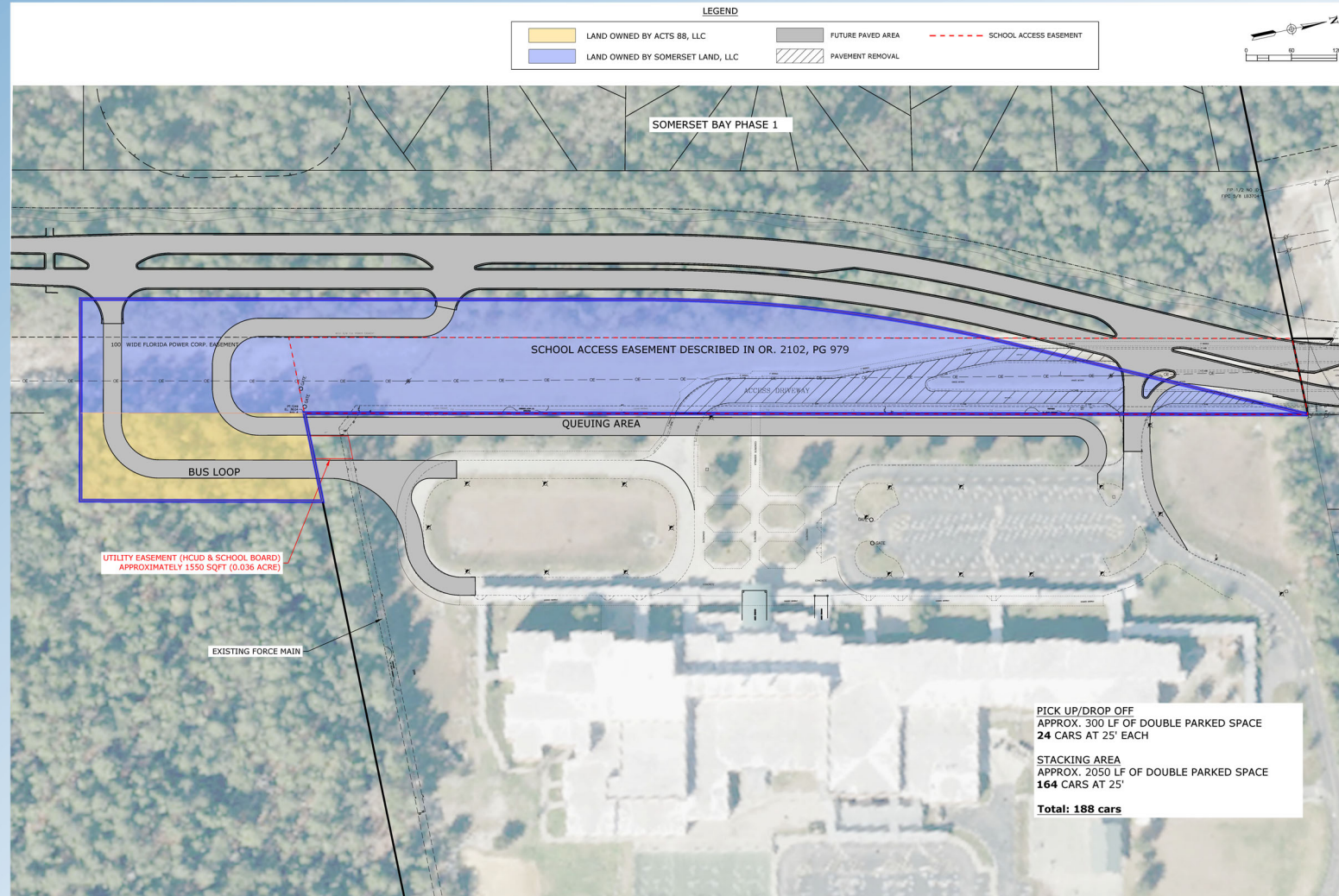
/15826/2165021053 v4





# 4. Overview of Legal Agreements

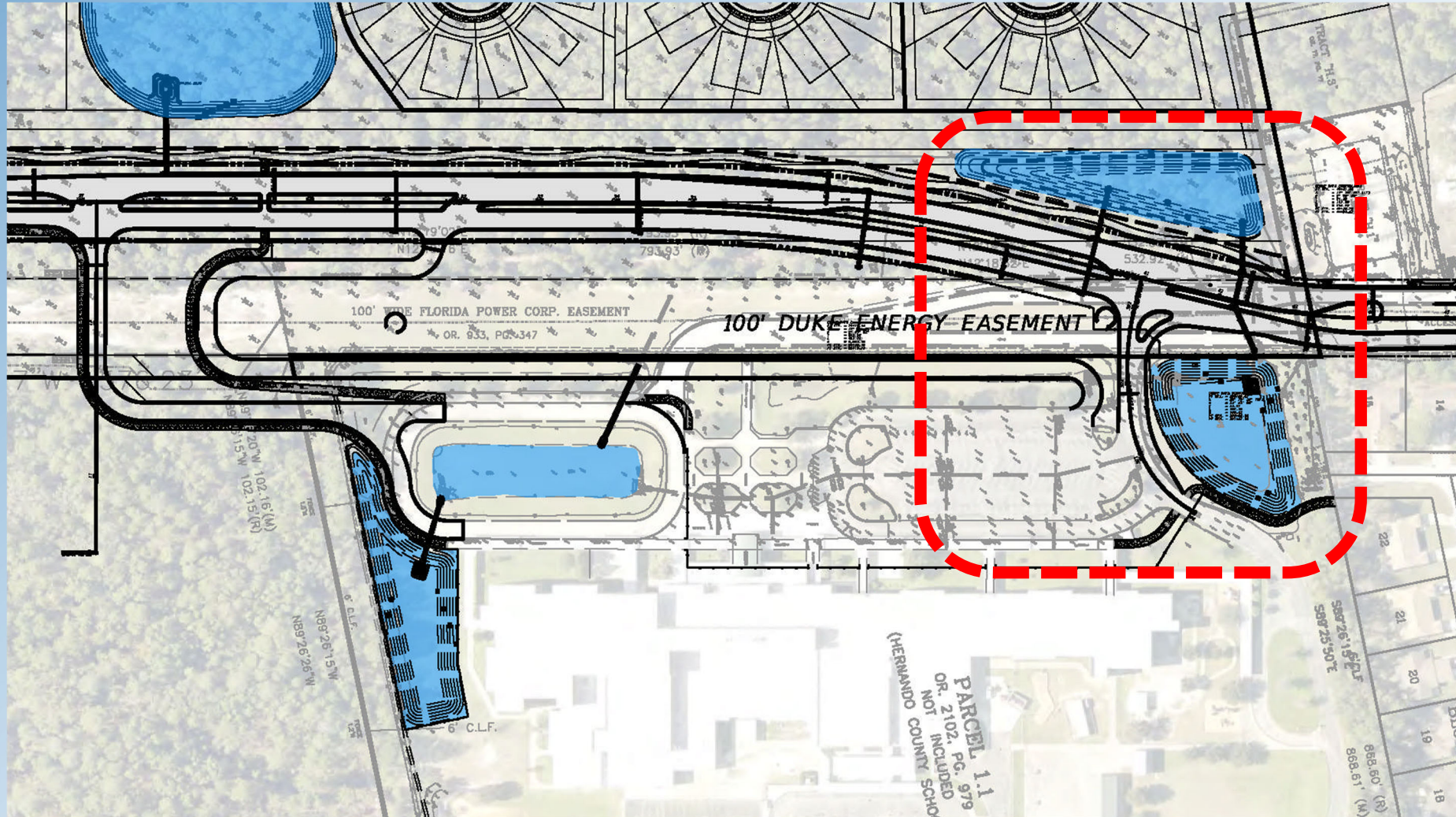
## 5. Somerset's & Acts 88's Transfer of Land for EK-8 (To HCSB)





## 4. Overview of Legal Agreements

### 5. Somerset's & Acts 88's Transfer Agreement (Exhibit "D" - Drainage Easement)



# 4. Overview of Legal Agreements

## 6. HCSB's Temporary Construction Easement Agreement (To Somerset)

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**".

### WITNESSETH:

**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

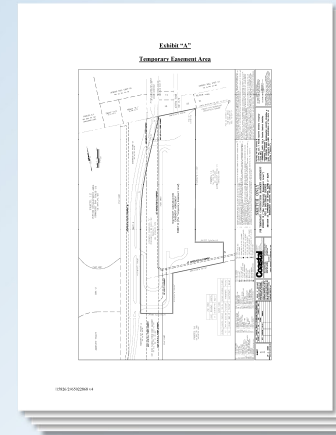
**WHEREAS**, **Developer** requires a non-exclusive, temporary easement located on **District Property** as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Temporary Easement Area**") for the purpose of the completion of the **Improvement 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.

Page 1

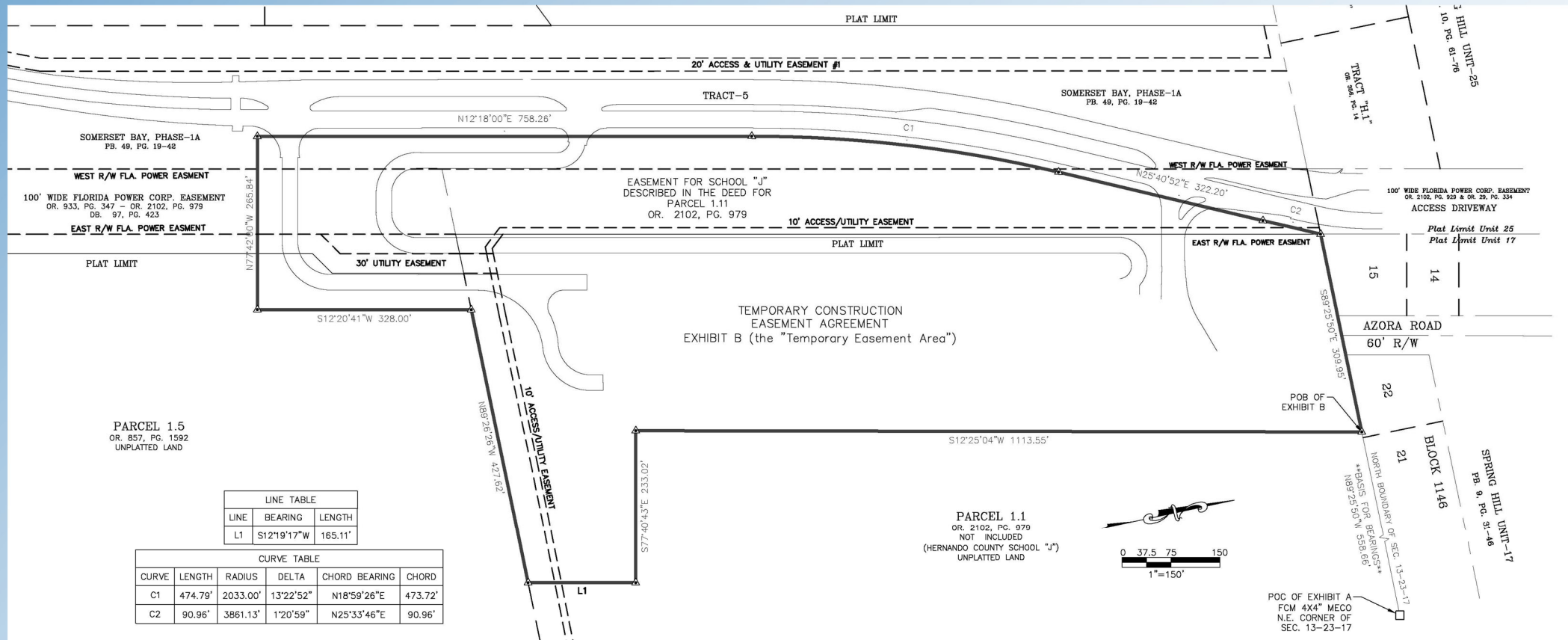
158262365022868 v4





# 4. Overview of Legal Agreements

## 6. HCSB's Temporary Construction Easement Agreement (To Somerset)



**HERNANDO  
SCHOOL DISTRICT**

Learn it. Love it. Live it.

Slide 19



**HERNANDO**  
**SCHOOL DISTRICT**

---

Learn it. Love it. Live it.