

From: [Darryl Johnston \(Johnston Law Email\)](#)
To: [Jon Jouben](#)
Cc: marktaylorflorida@gmail.com; [Jeffrey Rogers](#); [Scott Herring](#)
Subject: Somerset Bay
Date: Thursday, September 12, 2024 3:47:54 PM
Attachments: [Easement Final Judgement Highlighted.pdf](#)
[Encroachment Agreement.pdf](#)
[School Access Agreement 2015.pdf](#)
[School Access Agreement Amended 2022.pdf](#)
[Duke No Objection Letter.pdf](#)
[OVERALL - Presentation Markup - 2023.10.06.pdf](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jon,

I represent Acts 88, LLC, the contract seller to Somerset Land of the property being developed as Somerset Bay. My client still owns a portion of the property. At the request of County Administrator Jeff Rogers, the purpose of this email is to provide you information related to the property, and particularly the proposed north/south collector road from Northcliffe Boulevard. My goal is to provide sufficient information to allow you a comfort level as it relates to the anticipated donation of right-of-way from the Hernando County School District (HCSD) to Hernando County so the collector road for the County is constructed and so the school bus loop and vehicle stacking issues at Explorer K-8 are significantly improved. A summary of the history of the subject property may be helpful.

In 1995, a stipulated final judgment was entered in an eminent domain action involving Loren E. Hamm (a prior owner of the subject property who also conveyed to the HCSD the land which comprises the right-of-way for Explorer Boulevard) and Florida Power Corporation. The final judgment only applies to the Somerset/Acts 88 property. It also defined the use of the property encumbered by the easement of Florida Power Corporation. A copy is enclosed for your reference along with a map showing the properties mentioned in this email.

Explorer Boulevard was constructed by the HCSD after obtaining the consent and approval of Duke Energy's predecessor, Florida Power Corporation d/b/a Progress Energy Florida, Inc. in the form of an Encroachment Agreement dated November 20, 2006. A copy of the Encroachment Agreement is attached for your reference. Your attention is especially drawn to Exhibit "B", Specific Requirements, paragraph 6 where it is clearly acknowledged that the HCSD is planning to grant access to Hernando County. This was known by all parties as far back as 2006.

Consistent with the terms and conditions of an agreement between HCSD and Loren E. Hamm, the HCSD and Mark 425, Ltd., the then owner of the land comprising the Somerset Bay site, entered into an Access Agreement dated May 19, 2015, which was recorded in O.R. Book 3231, Page 649 of the public records of Hernando County. The Access Agreement granted Mark 425 and its successors and assigns the right to use Explorer Boulevard for access to and from Northcliffe Boulevard. The access agreement was amended to include Somerset Lands in 2022. A copy of the Access Agreement is attached for your reference.

On November 17, 2015, shortly after Mark 425 and the HCSD entered into the Access Agreement, Duke Energy, as successor to Progress Energy Florida, Inc., issued to Luke 1248, Ltd. (Mark 425's successor in interest) a letter stating it had no objection to the proposed roads

and realignment of roads contemplated as part of the development of lands comprising the Somerset Bay project site, subject to approval of the final plans thereof (the Letter of No Objection). A copy of the Letter of No Objection is attached for your reference. In reliance on the Letter of No Objection, Mark Taylor of Luke 1248, Ltd. processed and, on October 9, 2018, secured approval from the Hernando County Board of County Commissioners of a C-PDP Master Plan which contemplated development of the Somerset Bay land. The project contemplates mixed uses, an expansion area for the Explorer K-8 and a collector road access from Northcliffe Boulevard traversing south through the Somerset Bay project. Attached is a map/plan showing the design of Explorer Boulevard moving all traffic for the Somerset Bay project site outside of the Duke Energy easement at a point located near the north boundary of the HCSD property, and further improvements to the queuing area for Explorer K-8 to avoid the stacking of vehicles under the transmission lines. The design also improves many of the traffic and turning movement conflicts that presently exist at the intersection of Explorer Boulevard and Northcliffe Boulevard.

Hernando County and Somerset Lands entered a development agreement (DA) for the development of Somerset Bay. This agreement discusses details of the use of Explorer Boulevard and requires use thereof. Since Somerset nor Acts 88 owns a portion of Explorer Boulevard, the cooperation of HCSD, as current owner of the parcel, and Hernando County, as successor owner of the collector road system, is required to accommodate this. HCSD has expressed a willingness to cooperate in exchange for improved queuing, circulation, and access to Explorer K-8.

Four years after approval of the Somerset Bay project Duke Energy raised an objection to the use of Explorer Boulevard and reconfiguration of the bus loop for Explorer K-8. In response to the Duke Energy concerns, Somerset Land and Acts 88 have made multiple revisions to eliminate perceived operational conflicts of Duke Energy. Nothing in the current design of Somerset Bay or the proposed construction of Explorer Boulevard as a collector road, interferes with Duke Energy's easement or the operation and/or maintenance of Duke Energy power lines.

Earlier this year, County staff indicated a willingness to request the HCSD to donate its Explorer Boulevard land to Hernando County for the County collector road. The HCSD staff indicated a willingness to recommend the acquisition, which would significantly improve existing access and traffic related problems for the County and the HCSD. It would make interconnections to other important transportation point for the County. The portion of the road donated by the HCSD would still be subject to the Duke Energy easement, and no one would ever have a reason to interfere with those easement rights.

Recently, however, County staff has wavered on its willingness to pursue the acquisition request. There was a concern expressed about possible eminent domain, but that would not be necessary or appropriate because Duke Energy's easement rights are not impacted by the conveyance of Explorer Boulevard from the HCSD to the County. I am sending this email to you so that you will have adequate information to advise the County (preferably to move forward) on this Explorer Boulevard issue with the HCSD. It is an important issue for the County, the HCSD, Explorer K-8, my client, and many others in our community. Your review appears to be the last part of the review prior to being place on the agenda of the BOCC. My client, its engineer and I are available if you have questions for any of us or need additional documents to review.

Sincerely,

Darryl

Darryl W. Johnston, Esq.
Johnston Law Group, P.A.
29 S. Brooksville Avenue
Brooksville, FL 34601
(352) 796-5124
(352) 799-3187 facsimile
dwj@djohnstonlaw.com

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2501 25th Street North, SP 18
St Petersburg, Florida 33713

☎ 727-893-9250
☎ 407-687-7587
📠 727-893-9214

November 17, 2015

Mr. Mark Taylor d/b/a Luke 1248 LTD
PO Box 10779
Brooksville, Florida 34603

REF: Encroachment Agreement, ETS # 20150281, Luke 1248 LTD, STR. # BWR-40 ½ to
BWR-48

Mr. Taylor;

Duke Energy offers this **Letter Of No Objection** to your proposed conceptual drawings, Exhibits "A and B" that were reviewed on September 1st, 2015 at Coastal Engineering's office that are attached hereto and made apart hereof, for the proposed roads and realignment of roads within Duke Energy's Transmission easements as recorded in Deed Book 97, Page 423, amended in Official Record Book 29, page 234, amended in Official Record Book 128, Page 649, and amended in Official Record 933, Page 347 all in the public records of Hernando County, Florida, being located in the Southeast ¼ of Section 12 and the Northeast ¼ of Section 13 in Township 23 South, Range 17 East.

This in no way is a final approval of what you have proposed and we reserve the right to review any and all subsequent proposed plans until the final plans are submitted to us and approved by Duke Energy by way of an Encroachment Agreement.

I have attached a copy of Duke Energy's Electric Transmission Rights-of-Way Guidelines/Restrictions for your information. If you have any question please do not hesitate to phone me.

Sincerely;

A handwritten signature in blue ink that reads "Timothy Mumford".

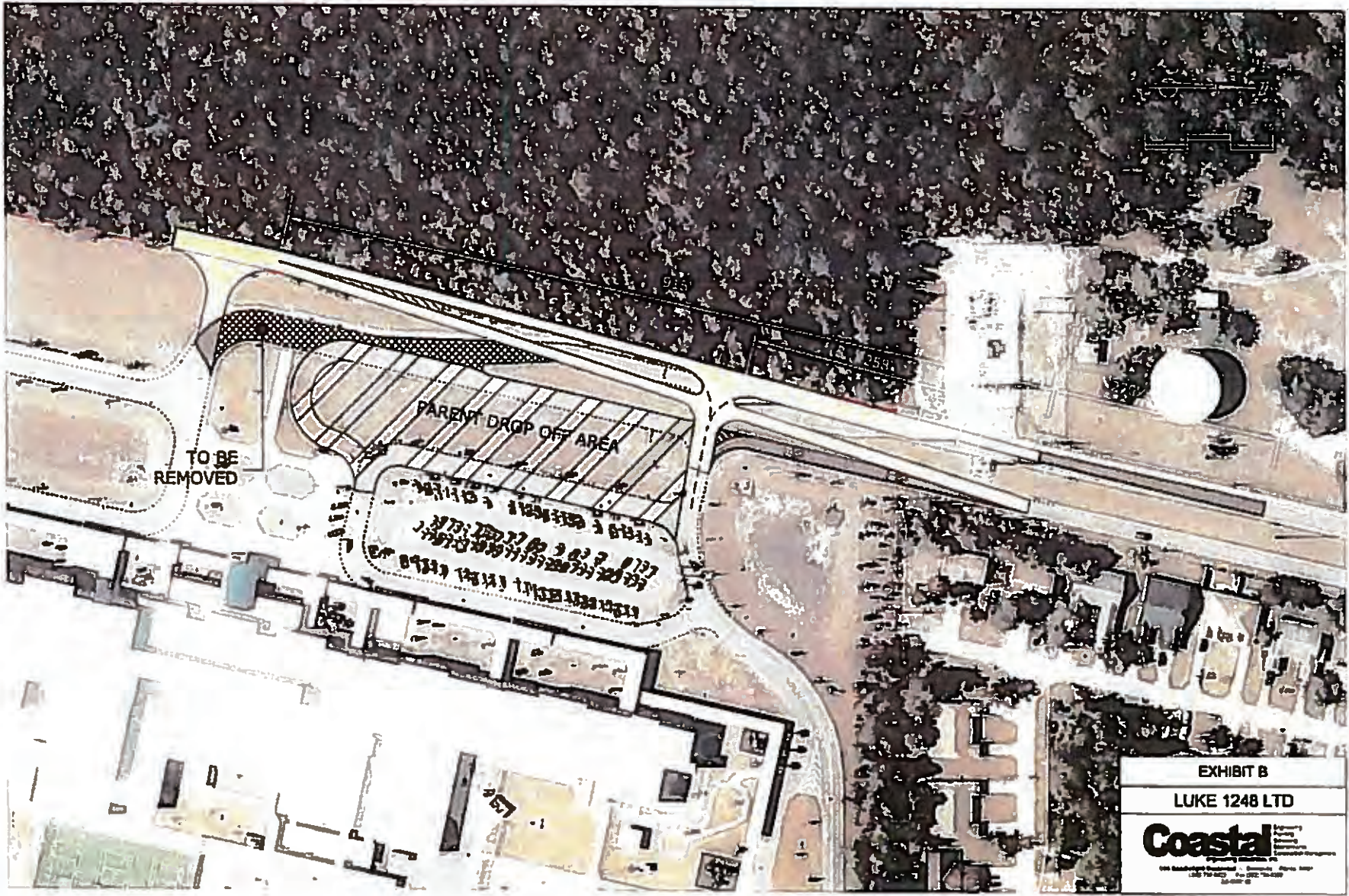
Timothy Mumford SR/WA, PSM
Asset Protection Specialist
727-893-9250



EXHIBIT A

LUKE 1248 LTD

Coastal
Engineering & Surveying
100 Southside Drive, Suite 100
2001-10-01, 2001-10-01
1001-01-01



TO BE REMOVED

PARENT DROP OFF AREA

REVERSE SIDE

EXHIBIT B

LUKE 1248 LTD

Coastal

1000 South Beach Blvd., Suite 1000, Miami Beach, FL 33139
 305.674.1234 Fax 305.674.1235
 www.coastalcorp.com

**ELECTRIC TRANSMISSION RIGHT-OF-WAY GUIDELINES/RESTRICTIONS
VALID FOR FLORIDA
(Revised 11/20/14)**

This list of right-of-way restrictions has been developed to answer the most frequently asked questions about property owner use of Duke Energy's electric transmission rights of way. This list does not cover all restrictions or all possible situations. You should contact the Asset Protection right-of-way specialist if you have additional concerns about the rights of way. This list of restrictions is subject to change at any time and without notice. Duke Energy reserves all rights conveyed to it by the right-of-way agreement applicable to the subject property. All activity within the rights of way shall be reviewed by an Asset Protection right-of-way specialist to obtain prior written approval. Engineering plans may be required. Compliance with the Duke Energy Right-of-Way Guidelines/Restrictions or approval of any plans by Duke Energy does not mean that the requirements of any local, county, state, or federal government or other applicable agency with governing authority have been satisfied.

1. Structures, buildings, manufactured/mobile homes, satellite systems, swimming pools (and any associated equipment and decking), graves, billboards, dumpsters, signs, wells, deer stands, retaining walls, septic systems or tanks (whether above or below ground), debris of any type, flammable material, building material, wrecked or disabled vehicles and all other objects (whether above or below ground) which in Duke Energy's opinion interfere with the electric transmission right of way are not allowed within the right-of-way limits. Transformers, telephone/cable pedestals (and associated equipment) and fire hydrants are not allowed. Manholes, water valves, water meters, backflow preventers and irrigation heads are not permitted. Attachments to Duke Energy structures are prohibited.
2. Fences and gates shall not exceed 10 feet in height and shall be installed greater than 25 feet from poles, towers and guy anchors. Fences shall not parallel the centerline within the rights of way but may cross from one side to the other at any angle not less than 30 degrees with the centerline. If a fence crosses the right of way, a gate (16 feet wide at each crossing) shall be installed by the property owner, per Duke Energy's specifications. The property owner is required to install a Duke Energy lock on the gate to ensure access. Duke Energy will supply a lock.
3. Grading (cuts or fill) shall be no closer than 25 feet from poles, towers, guys and anchors (except for parking areas; see paragraph 7) and the slope shall not exceed 4:1. Grading or filling near Duke Energy facilities which will prevent free equipment access or create ground-to-conductor clearance violations will not be permitted. Storage or stockpiling of dirt or any other material is prohibited. Sedimentation control, including re-vegetation, is required per state regulations.
4. Streets, roads, driveways, sewer/water lines, other utility lines or any underground facilities shall not parallel the centerline within the right of way but may cross, from one side to the other, at any angle not less than 30 degrees with the centerline. No portion of such facility or corresponding easement shall be located within 25 feet of Duke Energy's facilities. Roundabouts, cul-de-sacs and intersections (such as roads, driveways and alleyways) are not permitted.
5. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right of way or limits access to or around Duke Energy facilities is prohibited.
6. Construction of lakes, ponds and retention or detention facilities is prohibited within the right-of-way limits.
7. Parking may be permitted within the right of way, provided that:
 - a. Prior to grading, concrete barriers shall be installed at a minimum of 9 feet from the Duke Energy facilities. During construction, grading shall be no closer than 10 feet to any Duke Energy facility.
 - b. After grading/paving activity is complete, a Duke Energy-approved barrier sufficient to withstand a 15-mph vehicular impact shall be installed 9 feet from any Duke Energy facility.
 - c. Any access areas, entrances or exits shall cross (from one side to the other) the right of way at any angle not less than 30 degrees with the centerline and shall not pass within 25 feet of any structure. Parking lot entrances/exits cannot create an intersection within the right of way.
 - d. Area lighting within the right-of-way limits must be approved by Duke Energy before installing. Due to engineering design standards, total height of area lights may not exceed 12 feet.
 - e. Lighting structures are not permitted within the "Wire Zone." Contact your Asset Protection right-of-way specialist as wire zones vary for the different lines.
8. Duke Energy will not allow trees or landscape planting within the transmission rights of way without prior approval.
 - a. Duke Energy may exercise the right to cut "danger trees" outside the right-of-way limits as required to properly maintain and operate the transmission line.

We hope this is useful information. If you have additional questions or plan any activity not mentioned above, please contact the Asset Protection right-of-way specialist for your area (see map).

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IN THE CIRCUIT COURT, IN AND FOR
HERNANDO COUNTY, FLORIDA

CASE NO. 93-967-CA-01

FLORIDA POWER CORPORATION, a
Florida corporation,

Petitioner,

vs.

LOREN E. HAMM, as Trustee
of the Loren E. Hamm Family
Trust,

Respondents.

**** OFFICIAL RECORDS ****
BK: 1025 PG: 1988

FILE# 95-023587
HERNANDO COUNTY, FLORIDA

RCD Jul 28 1995 12:29pm
KAREN NICOLAI, CLERK

FILED
CLERK
HERNANDO COUNTY, FL.
15 JUL 26 PM 4:48

STIPULATED FINAL JUDGMENT

This cause having come on for consideration upon the joint request for entry of Final Judgment made by the Petitioner, Florida Power Corporation, and the Respondent, Loren E. Hamm, as Trustee of the Loren E. Hamm Family Trust, owner of the property as set forth hereinbelow, and it appearing to the Court that the parties are authorized to enter into this stipulated agreement made by them, and the Court finding that the compensation to be paid by the Petitioner is full, just and reasonable for all parties concerned for the taking of the easements acquired and damages, if any, to all remaining property, and the Court being otherwise fully advised in the premises, it is therefore

ORDERED AND ADJUDGED as follows:

1. That the Respondent, Loren E. Hamm, as Trustee of the Loren E. Hamm Family Trust, shall have and recover of and from the Petitioner the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) in full payment for the easement described herein, severance damages to any remaining property, interest and all other damages.



2. That title to the property described hereinbelow as follows:

**** OFFICIAL RECORDS ****
BK: 1025 PG: 1989

DESCRIPTION: (A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 29 AT PAGE 334-335 OF THE PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA)

LOCATION OF FLORIDA POWER CORPORATION'S BWR SPRING HILL II TO SPRING HILL I, 100 FOOT WIDE, TRANSMISSION LINE RIGHT-OF-WAY THROUGH THE EAST 1/2 OF THE N.E. 1/4, THE S.W. 1/4 OF THE N.E. 1/4, AND THE WEST 1/2 OF THE S.E. 1/4 OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF SECTION 13, TOWNSHIP 23 SOUTH, RANGE 17 EAST, HERNANDO COUNTY, FLORIDA; THENCE N.89°26'53"W., ALONG THE NORTH BOUNDARY OF SAID SECTION, 869.20 FEET TO THE POINT OF BEGINNING; THENCE S.12°14'18"W. 553.51 FEET; THENCE S.12°14'11"W. 1349.56 FEET; THENCE S12°13'26"W. 1229.67 FEET; THENCE S.12°13'42"W. 1213.94 FEET; THENCE S.12°13'48"W. 1056.50 FEET TO A POINT ON THE SOUTH BOUNDARY OF SAID SECTION 13; THENCE N.89°30'21"W., ALONG SAID SOUTH BOUNDARY, 102.14 FEET; THENCE N.12°13'48"E. 1077.27 FEET; THENCE N.12°13'42"E. 1213.93 FEET; THENCE N.12°13'26"E. 1229.67 FEET; THENCE N.12°14'11"E. 1349.58 FEET; THENCE N.12°14'18"E. 532.93 FEET TO A POINT ON THE AFORESAID NORTH BOUNDARY OF SECTION 13; THENCE S.89°26'53"E., ALONG SAID NORTH BOUNDARY, 102.12 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.40 ACRES, MORE OR LESS.



include but are not limited to the following:

**** OFFICIAL RECORDS ****
BK: 1025 PG: 1990

- (g) The right of ingress and egress;
- (h) Use of the easement area for ordinary farming, horticulture and pasture purposes;
- (i) Mineral interests, if any, with the right of exploration and extraction, provided that this particular paragraph shall inure to the benefit of the holder of such mineral rights, if other than the owner of the fee;
- (j) The right to build, maintain and travel over roads and streets across the easement area, provided such roads or streets (1) do not raise ground elevation more than two feet; (2) are constructed in a straight manner across the easement area at an angle of not less than 30 degrees as measured from the edge of the easement area to the centerline of such road or street; and (3) all parts of such roads or streets are more than 25 feet distant from any said line structures or related equipment, facilities or accessories thereto; and
- (k) Any owner may enclose the easement areas by fence, subject, however, to the Petitioner's right of ingress and egress.

The Order of Taking referred to above is approved, ratified, confirmed and made final and conclusive against the Respondents and all persons claiming by, through or under them subsequent to the institution of this proceeding.

IT IS FURTHER ORDERED AND ADJUDGED that the following provisions are material to this Stipulated Final Judgment, and shall govern over any conflicting provisions in the terms of the perpetual easement acquired by Petitioner, Florida Power Corporation.

3. That the voltage of the transmission line shall not exceed 115 kV.

4. That the Respondent, Loren E. Hamm, as Trustee of the Loren E. Hamm Family Trust, shall be able to use the easement area for any purpose that does not interfere with the safe operation and maintenance of the transmission line, including but not limited to, vehicular parking, water retention and attendant structures, and utilities.

5. That the Respondent, Loren E. Hamm, as Trustee of the Loren E. Hamm

which vested in the Petitioner pursuant to the Order of Taking with the right of immediate entry and possession to the uses as follows:

**** OFFICIAL RECORDS ****
BK: 1025 PG: 1991

Permanent Easement

In addition to the rights granted to Florida Power Corporation in the easement dated April 1, 1927 and recorded in the Public Records of Hernando County at O. R. Book 97, Page 423, Petitioner shall have a perpetual easement for the construction, operation and maintenance of a 115 kV transmission line with correlative rights between the Petitioner and the Landowner respondent as follows, to wit:

- (a) Petitioner shall have the right to construct, operate, maintain, inspect, repair, rebuild, upgrade or remove the subject 115 kv transmission line, support structures and related facilities, including communication wires, guy wires and anchors, over and upon the easement area;
- (b) Petitioner shall have the right to remove all existing structures and to keep the easement area clear of underbrush, debris, trees, or any other objects or structures which may or could endanger or interfere with the safe and efficient exercise of the rights contained in paragraph (a) above;
- (c) Petitioner shall have the right of ingress and egress to enter upon the above-described easement area from its existing transmission line right-of-way or adjacent public roads for the purpose of exercising the rights described herein, including the right to cut and temporarily remove fences, provided that the Petitioner shall replace and return those fences to their former condition;
- (d) Other than said Petitioner's facilities referred to in paragraph (a) above, no buildings, structures or obstacles of any kind shall be permitted within the above-described easement areas; provided that the term "structures" shall not preclude the owner's installation of entrance walls and similar low profile facilities designed to attract public attention to a development so long as the Petitioner has given its prior approval of said entrance walls;
- (e) Petitioner may not fence or otherwise enclose the above-described easement areas;
- (f) Upon abandonment of the transmission line, all easement rights of Petitioner shall terminate.

Subject to the foregoing, the respondent owner of the parcel and his heirs, legal representatives, successors and assigns shall retain all existing rights of title and possession, provided that the exercise of such rights does not interfere with the safe and efficient construction, maintenance and operation of said transmission line or any of the rights specified above. Such rights of title and possession



** OFFICIAL RECORDS **
BK: 1025 PG: 1992

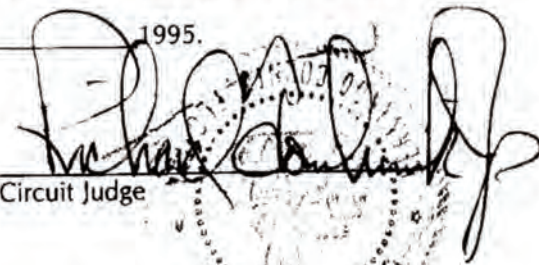

Family Trust, shall have the right to place parallel roads within the easement area and on either side of the transmission poles or on both sides of the transmission poles. There is no limitation on the number of lanes of roads that the Respondent may construct so long as the closest edge of pavement of any lane or road is located at least 25 feet away from the transmission poles or support structures, it being the intent of the parties that a 25-foot buffer area be retained between the transmission poles and any road or lane constructed by the Respondent. Respondent shall have the right to alter the existing ground elevations within the easement so long as the distance from the lowest conductor to the new ground level is at least 28 feet.

6. That upon entry of this Final Judgment, Florida Power Corporation shall pay to Loren E. Hamm, as Trustee of the Loren E. Hamm Family Trust, the sum of \$15,000.00 and shall forward a check in that amount to Suzanne LaBerge, Esquire, Cruskin & LaBerge, P. A., 600 First Avenue North, #207, St. Petersburg, FL 33701.

7. The Court reserves jurisdiction to enter an Order assessing and awarding attorneys fees and costs incurred by the Respondent in this cause.

DONE AND ORDERED IN CHAMBERS at Brooksville, Hernando County,

Florida, this 19th day of July 1995.


Circuit Judge


MOTION

**** OFFICIAL RECORDS ****
BK: 1025 PG: 1993

The parties respectfully move for the entry of the foregoing Stipulated Final

Judgment.
Dated this 29 day of June, 1995.

Bruce Crawford
Bruce Crawford, Esquire (FBN 0283657)
Owen, Crawford & Owen, P. A.
888 Executive Center Drive West #202'
St. Petersburg FL 33702-2304
813/579-9978

Suzanne E. LaBerge 7/6/95
Suzanne E. LaBerge, Esquire
Gruskin & LaBerge, P. A.
600 First Avenue North #207
St. Petersburg FL 33701
813/823-8574

-and-

Attorney for Respondent

J. Bradford Hines
Corporate Counsel
Florida Power Corporation
P. O. Box 14042
St. Petersburg FL 33733
813/866-5110

Attorneys for Petitioner
I CERTIFY that a copy of the foregoing
Order was furnished by U.S. Mail/Courthouse
Mailroom Delivery in SASE provided by
Sharon D. Rivera on the
26th day of July 1995, and as
listed above..

Sharon D. Rivera
Judicial Assistant/Secretary/Clerk



Doc# 2007054034

Hernando County, Florida

08/15/2007 1:25PM

KAREN NICOLAI, Clerk

RECORDING FEES

DEED DOC STAMP

08/15/2007

\$ 481.00

\$ 0.78

Deputy Clk

This document prepared by: Alexander Glenn

Return to: Progress Energy Florida, Inc.

Attn: Real Estate Document Center

3300 Exchange Place, NP3A

Lake Mary, FL 32746

R

OFFICIAL RECORDS
BK: 2479 PG: 1084

ETS #20060474

Hernando County School Board

Line Code & Structures; BWR-41½ to BWR-44

Property Tax ID#R12 423 17 0000 0010 0020

Note: This document was presented for Recording containing
SOME ENTRIES THAT ARE OF POOR QUALITY AND MAY
NOT BE LEGIBLE.

47/3

For County Use Only

ENCROACHMENT AGREEMENT

THIS AGREEMENT, issued this 20th day of, November, 2006, between **FLORIDA POWER CORPORATION d/b/a PROGRESS ENERGY FLORIDA, INC.**, a Florida corporation, 3300 Exchange Place, Lake Mary, FL 32746, ("PEF" herein), to **HERNANDO COUNTY SCHOOL BOARD**, a Florida Municipal Corporation, whose mailing address is 8016 Mobley Road, Brooksville, FL 34601 ("APPLICANT" herein);

WITNESSETH

WHEREAS, PEF is owner, possessor and user of a right-of-way easement recorded in **Deed Book 97 at page 418 & Deed Book 97 at page 423**, of the public records of Hernando County, Florida, being generally located in the **E ½ of the SE ¼ of Section 12, Township 23 South, Range 17 East**, said easement giving PEF the right by appropriate legal means, to restrict any occupancy or utilization of the established right-of-way easement strip which would be or could become inconsistent with the safe and efficient operation and maintenance of PEF's existing and future high voltage electric transmission lines and related facilities located thereon; and

WHEREAS, APPLICANT and APPLICANT's representatives and agents now have some right, title or interest in the lands encumbered by the aforementioned right-of-way easement and desires to occupy and utilize a portion of said lands limited to purposes of **Road Right of Way for Public School Access** as shown on sketch attached as **Exhibit "A"** and as indicated in Specific Requirements attached as **Exhibit "B"** (sometimes referred to as "APPLICANT's Utilization") and involving said right-of-way easement strip in only such manner as will insure the continued safe and efficient operation and maintenance of PEF's existing and future high voltage electric transmission lines and related facilities located thereon.

NOW, THEREFORE, for and in consideration of the benefits herein provided, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- A. That PEF shall interpose no objection to APPLICANT's utilization of the designated portion of the aforementioned lands on the basis of any other rights or restriction pursuant to PEF's easement for so long as APPLICANT's utilization strictly complies with and conforms to the

locations and usages specified on Exhibit "A" and the conditions and requirements set forth in Exhibit "B" attached hereto and by this reference incorporated herein and made a part hereof.

- B. That compliance with location and conditions specified on Exhibits "A" and "B" is necessary and essential to render APPLICANT's utilization of PEF's right-of-way easement strip consistent with safe and efficient operation and maintenance of the existing and future high voltage electric transmission lines located thereon, and, therefore, APPLICANT's failure to comply with any of said locations and conditions shall constitute an infringement upon the rights and restrictions secured to PEF pursuant to the said easement.
- C. That all of APPLICANT's operations, activities and equipment used within the right-of-way easement strip beneath or in proximity to any of PEF's electrical facilities shall, at all times, be in compliance with applicable provisions of the National Electrical Safety Code (NESC) and the Occupational Safety and Health Act of 1971 (OSHA). APPLICANT's are further notified and hereby agree to so notify any of APPLICANT's employees, agents, contractors, representatives, or other persons engaging in APPLICANT's activities upon said right-of-way easement strip with APPLICANT's knowledge and under APPLICANT's supervision or control, that extreme caution is necessary around all of PEF's electrical facilities, supporting structures, anchor guys or related appurtenances, and in the event of any damages or injuries, APPLICANT shall immediately report the nature and extent thereof to PEF's nearest local office.
- D. That the validity of this Agreement is contingent upon APPLICANT first obtaining proper zoning, authority, approval and/or permit from the appropriate governmental body or public agency having jurisdiction over such utilization at this location, if required. If such zoning, authority, approval is not secured, this Agreement will be null and void.
- E. That PEF shall not be liable for any damages to APPLICANT's utilization whatsoever resulting from PEF's continued use and occupancy of the right-of-way easement strip, except to the extent such damages are caused by PEF's willful or intentional misconduct.
- F. That PEF's Coastal Florida Transmission Area Encroachment Agent (currently John Miller or corporate telephone 800/700-8744) shall be notified by APPLICANT at least seven (7) days prior to APPLICANT's commencement of initial construction activities within PEF's right-of-way easement strip.
- G. That a free and easily passable thirty foot (30') wide accessway be retained along the length of the right-of-way easement strip and to all transmission structures for use by PEF for emergency access, normal maintenance and patrol purposes.
- H. That APPLICANT shall not use a dragline or cable type crane within PEF's right-of-way easement strip.
- I. That APPLICANT shall adhere to provisions in NESC regarding clearances between ground level and electric conductors. Ground elevation must not be increased more than two feet (2').

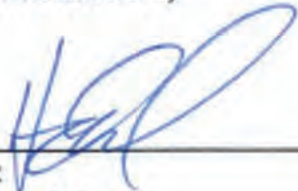
- J. That if the utilization area is fenced or enclosed by a wall, APPLICANT shall install a sixteen (16) foot wide gate along each fenced or walled boundary within the right-of-way easement strip making that portion of the right-of-way easement strip accessible to PEF. APPLICANT shall ground each gate and fence in accordance with the National Electric Safety Code. APPLICANT may secure each gate with a chain and lock and PEF shall install an additional lock creating an interlocking padlock system.
- K. That APPLICANT shall assume the sole duty, responsibility and obligation of mowing and otherwise maintaining the surface of the portion of PEF's right-of-way easement strip upon and across APPLICANT's land (or the land involved) in a condition compatible with the surrounding area.
- L. That the entire disturbed area within the right-of-way easement strip, including PEF's patrol road, shall be restored by APPLICANT to a condition at least as good as that which existed prior to construction.
- M. That upon completion of construction, APPLICANT shall notify PEF's Coastal Florida Transmission Area Encroachment Agent (currently John Miller or corporate telephone 800/700-8744) for inspection of the right-of-way easement strip.
- N. That APPLICANT shall furnish PEF's Coastal Florida Transmission Area Encroachment Agent with a set of as-built drawings of the utilization area within thirty (30) days of completion of construction, sealed by a registered surveyor, noting the location of APPLICANT'S improvements within the right-of-way easement strip and PEF's nearest structures.
- O. That PEF does not guarantee that APPLICANT's utilization will be completely compatible with the safe and efficient operation and maintenance of PEF's existing and future high voltage electric transmission lines within the right-of-way easement strip and any remedial action required to resolve subsequent conflict will be at APPLICANT's sole expense. In the event that PEF exercises its rights to install additional electrical facilities within the land that is the subject of this Agreement, PEF shall be obligated to repair, replace or reimburse the costs of any of APPLICANT's improvements placed upon the property to the extent that such improvements are damaged by act or omission of PEF in the course of this activity.
- P. That APPLICANT hereby expressly understands, covenants and agrees (a) that nothing contained in this Agreement or contemplated is intended to or shall increase PEF's liability for personal injury or death or for any property damage, (b) that PEF does not assume any such additional liability, (c) that liability arising out of the utilization and occupancy of PEF's right-of-way easement strip by APPLICANT and APPLICANT's employees, agents, contractors, invitees, or any representative, is hereby assumed by APPLICANT and shall be at the sole and exclusive risk of APPLICANT, (d) subject to the limitations set forth in Chapter 768, Florida Statutes, that APPLICANT shall answer and satisfy to PEF's satisfaction any and all complaints relative to APPLICANT's utilization of PEF's right-of-way easement strip, (e) subject to the limitations set forth in Chapter 768, Florida Statutes, that APPLICANT shall protect, defend, hold harmless, and indemnify PEF from and against any and all actions, claims, damages, and/or loss, including costs and attorney's fees, occasioned by or growing out

of any actual or claimed usage or condition of PEF's right-of-way easement strip arising in any manner whatsoever, directly or indirectly, by reason of this Agreement for APPLICANT's utilization thereof, and (f) that APPLICANT covenant not to interfere with PEF's existing and future high voltage electric transmission lines and related facilities in any manner whatsoever and shall fully indemnify PEF from any and all losses as in Section "(e)" above resulting from such interference provided, however, in no event shall APPLICANT be liable for personal injury or damages arising from or relating to any negligent act of omission of PEF.

- Q. That, if APPLICANT is not the current owner of the fee simple title to the lands underlying PEF's right-of-way easement strip, APPLICANT shall obtain a legally sufficient easement or license from the present owner(s) of the fee simple title to the lands underlying PEF's right-of-way easement strip signifying the permission of such owner(s) for APPLICANT's utilization of said lands, and APPLICANT shall furnish to PEF's Coastal Florida Transmission Area Encroachment Agent a copy of each such easement or license prior to APPLICANT's commencing activities within PEF's right-of-way easement strip.
- R. That APPLICANT shall be responsible for clean-up of any and all APPLICANT's spills which may occur within PEF's right-of-way easement strip. If a spill occurs, APPLICANT shall immediately report the nature and extent of the spill PEF's nearest local office.
- S. That APPLICANT shall not plant any trees or shrubbery within the right-of-way easement strip that exceeds a height of twelve (12) feet at maturity. APPLICANT may plant understory and low growing shrubbery for beautification purposes, provided, however; that said understory trees and shrubbery are planted no closer than twenty (30) feet from PEF's nearest structures guying outside conductors and guying and that no landscaping, except for sod, be planted directly under the transmission lines.
- T. That APPLICANT agrees that PEF's right-of-way easement strip shall not be used to satisfy wetland mitigation requirements.
- U. All covenants, terms, provisions and conditions herein contained shall be binding upon and shall inure and extend to and be obligatory upon the successors, lessees, and assigns of the respective parties hereto.

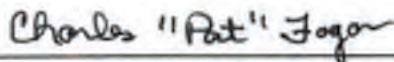
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FLORIDA POWER CORPORATION
(as LICENSOR)

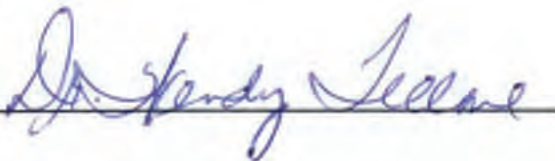


By: _____
Howard Gugel
Coastal Transmission Area Maintenance Manager,
FLORIDA POWER CORPORATION d/b/a
PROGRESS ENERGY FLORIDA, INC.

HERNANDO COUNTY SCHOOL BOARD
(as LICENSEE)



By: _____
Print Name: CHARLES "PAT" FAGAN
Board Chairman, Hernando County School
Board



By: Wendy L. Tellone, ED. D.
Print Name: Dr Wendy L. Tellone
Hernando County School Board Superintendent

Approved as to form

General Counsel, HCSB



EXHIBIT "A"



GRAPHIC SCALE
1" = 60'

ER CORPORATION EASEMENT
ESS. PAGE 347 TRM 351

E-AND EGRESS EASEMENT
AS MORE OR LESS

10.00 ACRES, MORE OR LESS

VACANT

AZORA ROAD

SPRINGFIELD



EXHIBIT "A"

EXISTING CONDITIONS PLAN - 1

DATE PRINTED BY
K.E. GREEN AND COMPANY, INC.
300 WEST JEFFERSON STREET
HUNTSVILLE, AL 35891
PROJECT NUMBER 201142
DATE OF FIELD WORK 04/25/04



George F. Young, Inc.
LICENSED PROFESSIONAL ENGINEER
LAND SURVEYING - ENGINEERING - ARCHITECTURE
PLANNING - DESIGN - CONSTRUCTION - MANAGEMENT
1000 UNIVERSITY AVENUE, SUITE 1000
HUNTSVILLE, AL 35891
PHONE: (256) 837-1100 FAX: (256) 837-1101

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

DATE 04/25/04
TIME 06/22/04
JOB

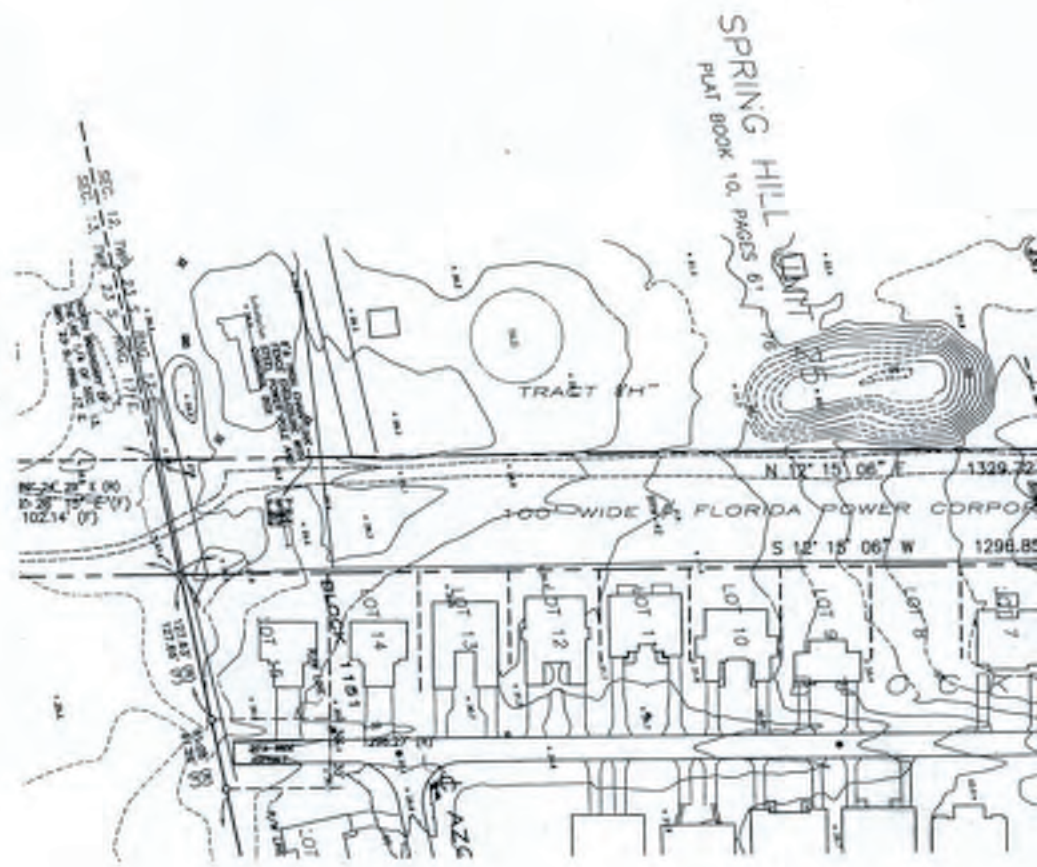


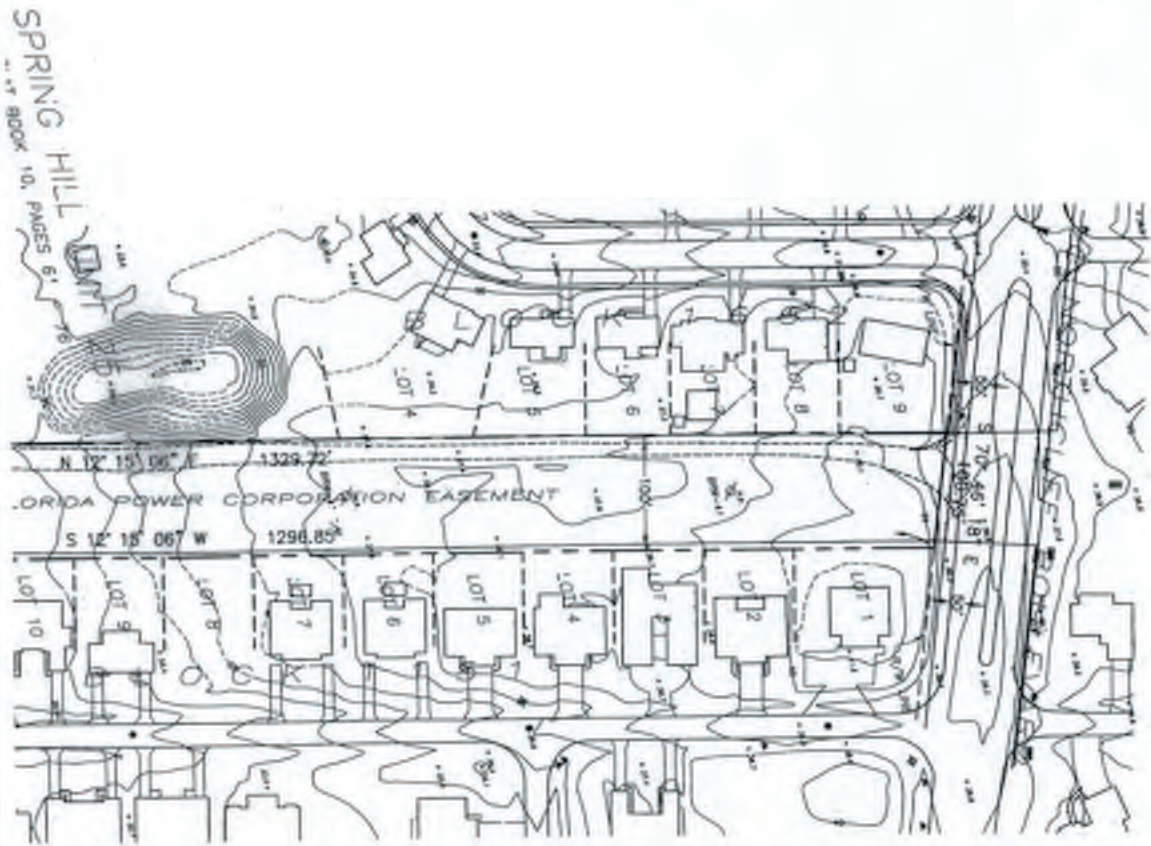
EXHIBIT "A"

NOT FOR CONSTRUCTION PURPOSES. THIS IS AN OFFICIAL RECORD OF THE PUBLIC RECORDS OFFICE OF THE STATE OF FLORIDA.

DATE RECORDED: 10/11/2011 10:00:00 AM. BY: J. J. JAMES, CLERK OF THE PUBLIC RECORDS OFFICE OF THE STATE OF FLORIDA.



GRAPHIC SCALE
1" = 60'



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ARCHITECTURE • INTERIOR DESIGN • PROGRAMMING • PLANNING • LANDSCAPE • PROGRAM MANAGEMENT
100% CONSTRUCTION DOCUMENTS

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

EXHIBIT "A"

Sheet # 04845
06/12/96
C.M.

EXISTING CONDITIONS PLAN - 2

DESIGN PROVIDED BY
W.D. GREEN LUMBER COMPANY, INC.
810 W. WALKER AVENUE
BRANDTOWN, FL 34701
PROJECT NUMBER 0401140
DATE OF FIELD WORK 02/25/94



George F. Young, Inc.

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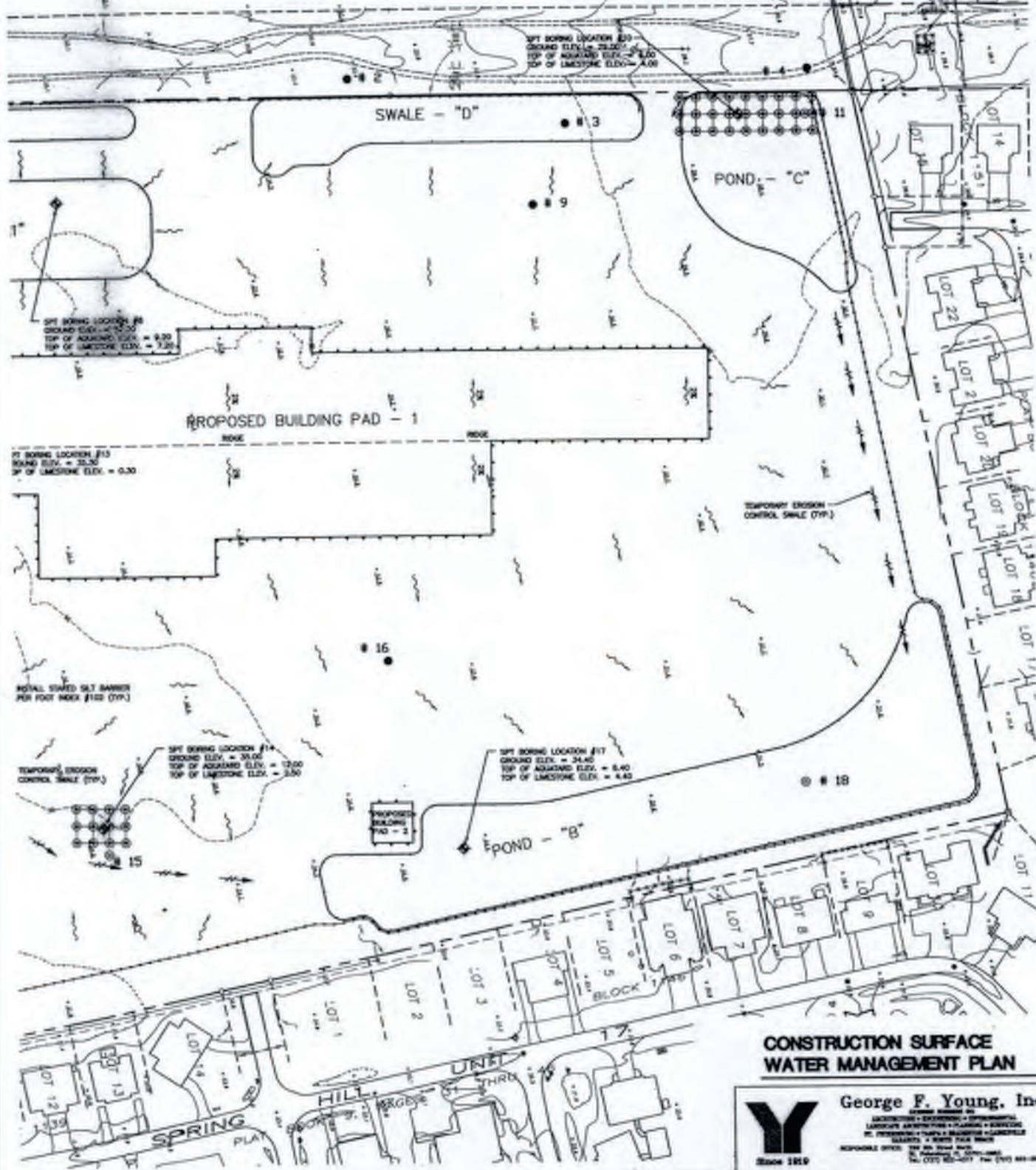
EXHIBIT "A"

OFFICIAL RECORDS
BK: 2479 PG: 1093



GRAPHIC SCALE
1" = 60'

100' WIDE FLORIDA POWER CORPORATION EASEMENT
OFFICIAL RECORD BOOK 933, PAGE 347 THRU 351



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ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

DATE	04/03
DATE	06/12/06
DATE	05
DATE	
DATE	

**CONSTRUCTION SURFACE
WATER MANAGEMENT PLAN**



George F. Young, Inc.

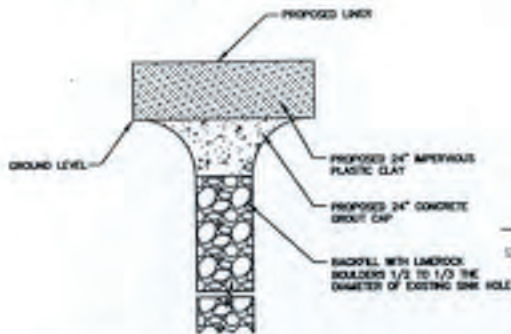
ENGINEERING • SURVEYING • PLANNING • DESIGN
LANDSCAPE ARCHITECTURE • PLANNING • DESIGN
IN PRESENTATION • TRAFFIC • SIGNAGE • LIGHTING
SOUNDSCAPE • SOUND FIELD DESIGN
RESPONSIBLE OFFICE: 1200 9th Street, Suite 100
Tampa, Florida 33604
TEL: (813) 252-1011 FAX: (813) 252-1014

C 30

0612400 RBCE06033

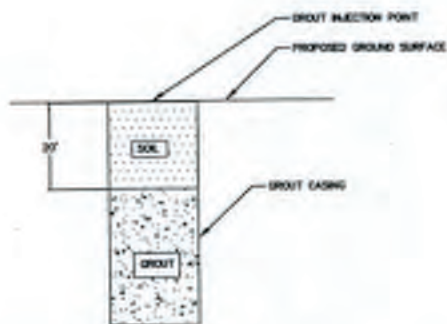
EXHIBIT "A"

OFFICIAL RECORDS
BK: 2479 PG: 1094



NOTE: IF A SINKHOLE DOES OCCUR THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD PRIOR TO ANY REPAIRS. A LICENSED QUALIFIED PROFESSIONAL MUST AUTHORIZE THE SINKHOLE REPAIR PLAN AND CERTIFY IT COMPLETE PRIOR TO CONSTRUCTION.

TYPICAL SINK CHIMNEY REPAIR DETAIL



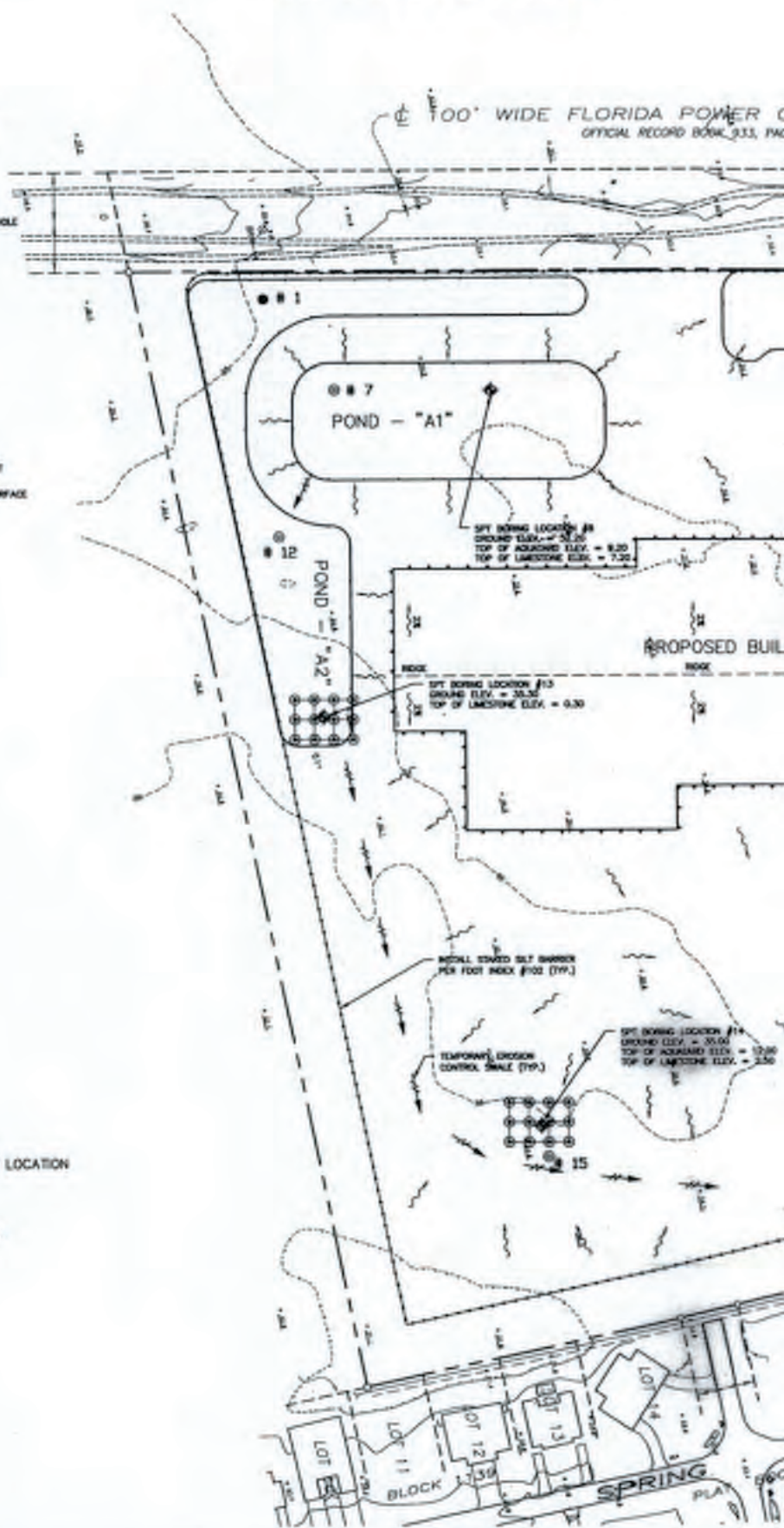
NOTE: GROUT INJECTION POINTS SHOULD BE INSTALLED ON A 30 FOOT GRID AS DIRECTED BY A GEOTECHNICAL ENGINEER. THE INJECTION POINTS SHOULD BE INSTALLED TO THE REFUSAL. A LOW SLUMP SAND-CEMENT GROUT SHOULD BE INJECTED FROM THE BOTTOM OF THE GROUT POINT UP TO 20\"/>

GROUT INJECTION POINT DETAIL

LEGEND

- APPROXIMATE HAND AUGER BORING LOCATION
- ⊗ APPROXIMATE DOUBLE RING INFILTRMETER TEST LOCATION
- ⊕ APPROXIMATE SPT BORING LOCATION
- ⊙ APPROXIMATE GROUT INJECTION POINT LOCATION

OWNER'S SIGNATURE



100' WIDE FLORIDA POWER CORPORATION EASEMENT
OFFICIAL RECORD BOOK 953, PAGE 347 THRU 351

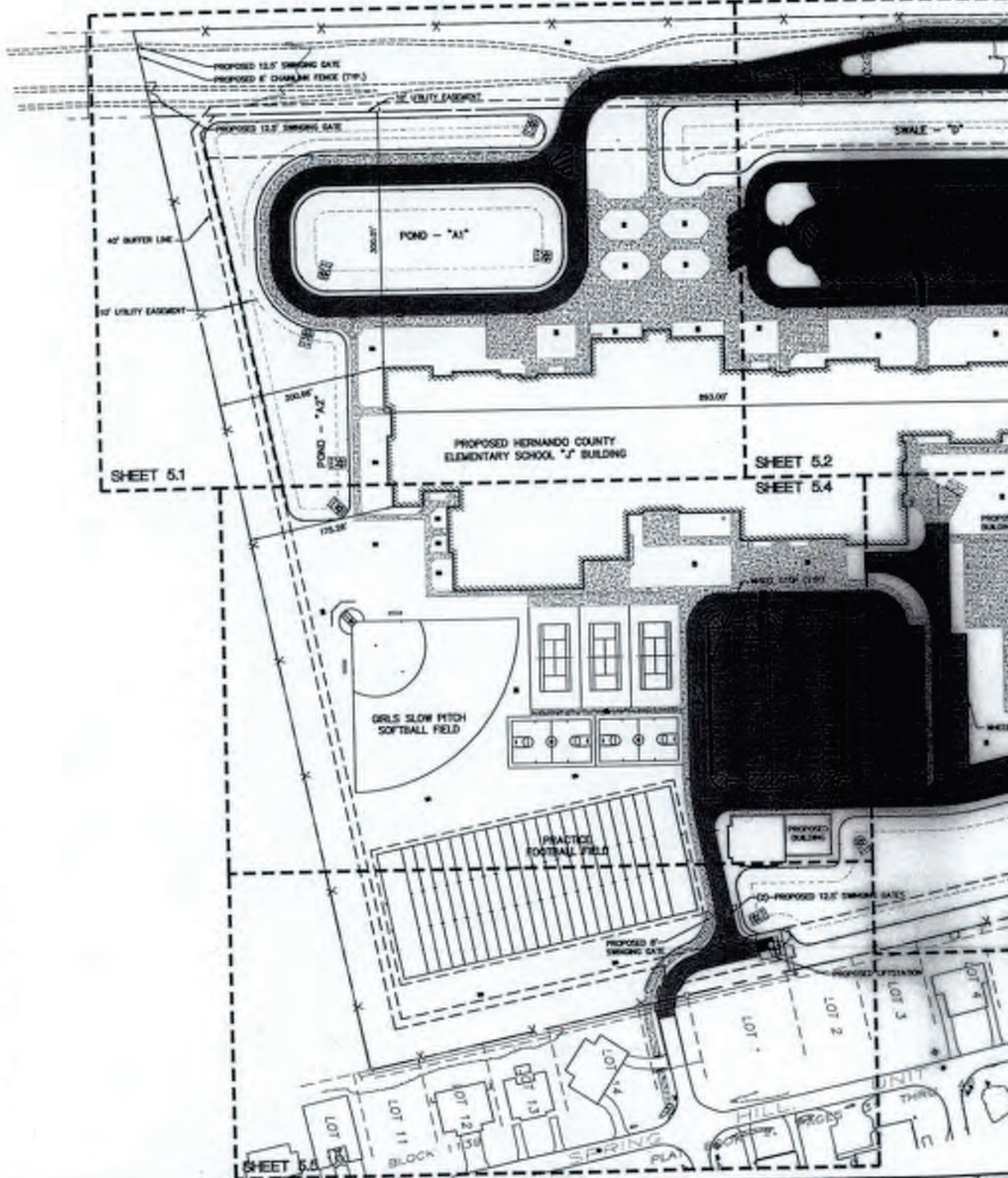


EXHIBIT "A"



GRAPHIC SCALE
1" = 50'

CORPORATION EASEMENT
AGE 347 REV 251

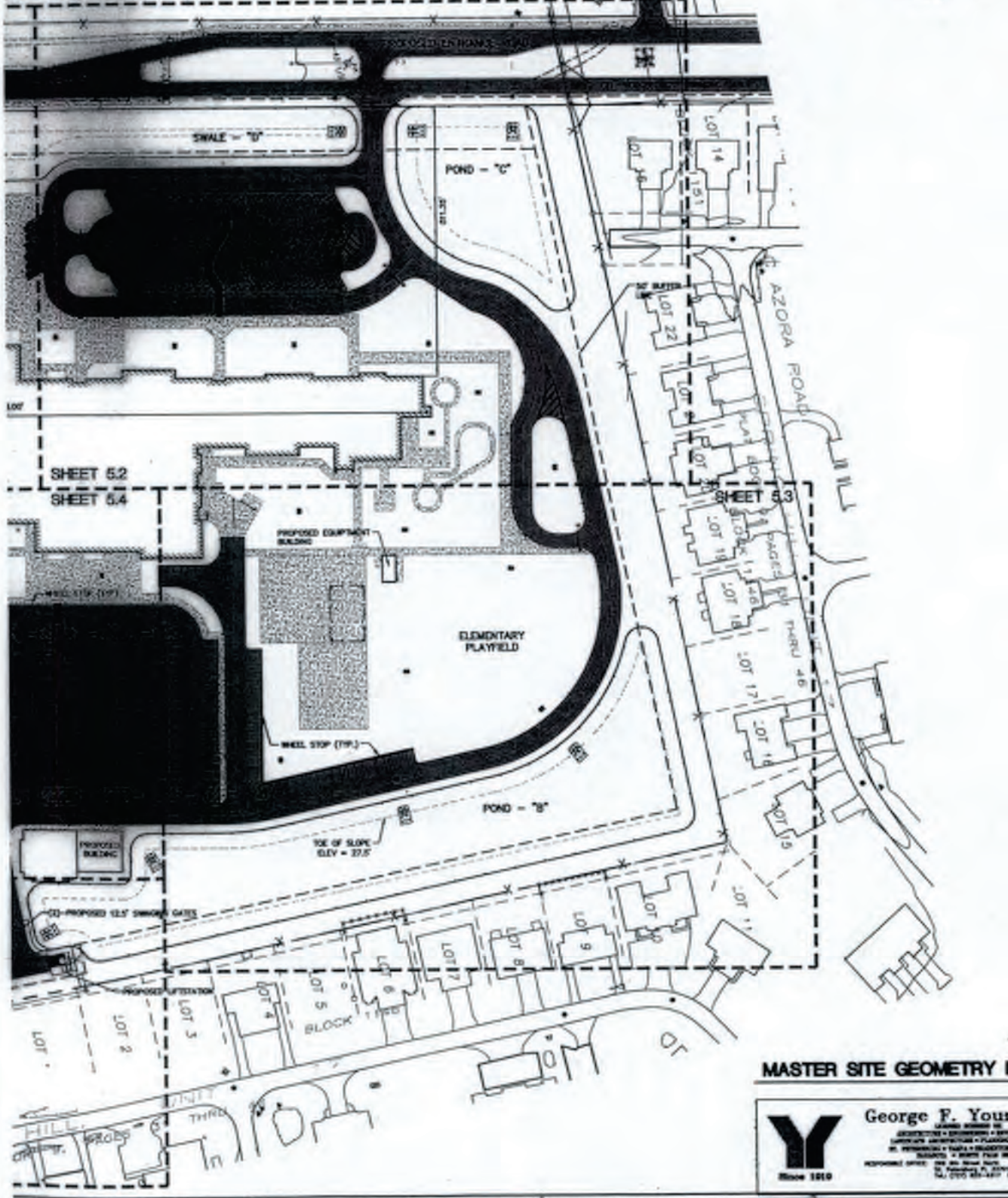


EXHIBIT "A"

HARVARD•JOLLY

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

PROJECT NO.	24045
DATE	06/12/06
OWNER	CSH
DESIGNER	HARVARD•JOLLY, INC.
SCALE	AS SHOWN

MASTER SITE GEOMETRY PLAN



George F. Young, Inc.
ARCHITECTURE • ENGINEERING • SURVEYING
LANDSCAPE ARCHITECTURE • PLANNING • INTERIOR
DESIGN • INTERIORS • EXTERIORS • CONSTRUCTION
MANAGEMENT • SITE PREP WORK
REGISTERED OFFICE: 200 2ND AVENUE
SUITE 200, PALM BEACH, FLORIDA 33480
TEL: 561-833-4477 FAX: 561-833-4488

HARVARD•JOLLY, INC.

C 50

EXHIBIT "A"

OFFICIAL RECORDS
BK: 2479 PG: 1097

PROPOSED 6" CHAINLINK FENCE (TOP)

PROPOSED 6"

BRM-A1
P.P.

(2) PROPOSED 12" SWIRLING GATES

10' UTILITY EASEMENT

50' BUFFER ZONE

POND - "A1"
320'

PROPOSED OVERHEAD
ALUMINUM WALKWAY
COVER

PROPOSED OVERHEAD
ALUMINUM WALKWAY
COVER

POND - "A2"

PLAT FILED FOR RECORD IN OFFICE OF THE CLERK OF SUPERIOR COURT, COUNTY OF WISCONSIN, JANUARY 20, 2010 AT 10:00 AM. BY: [Signature]

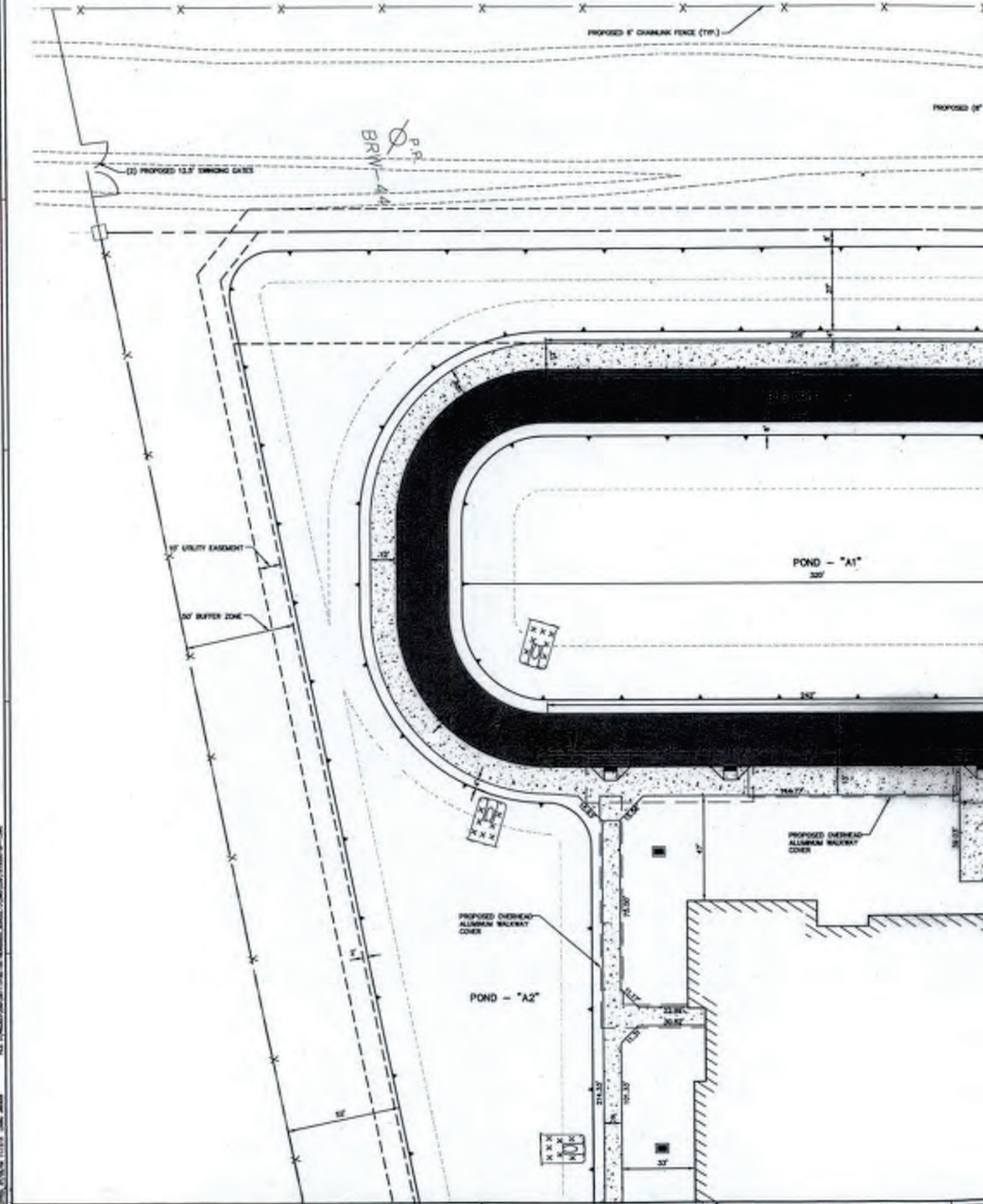
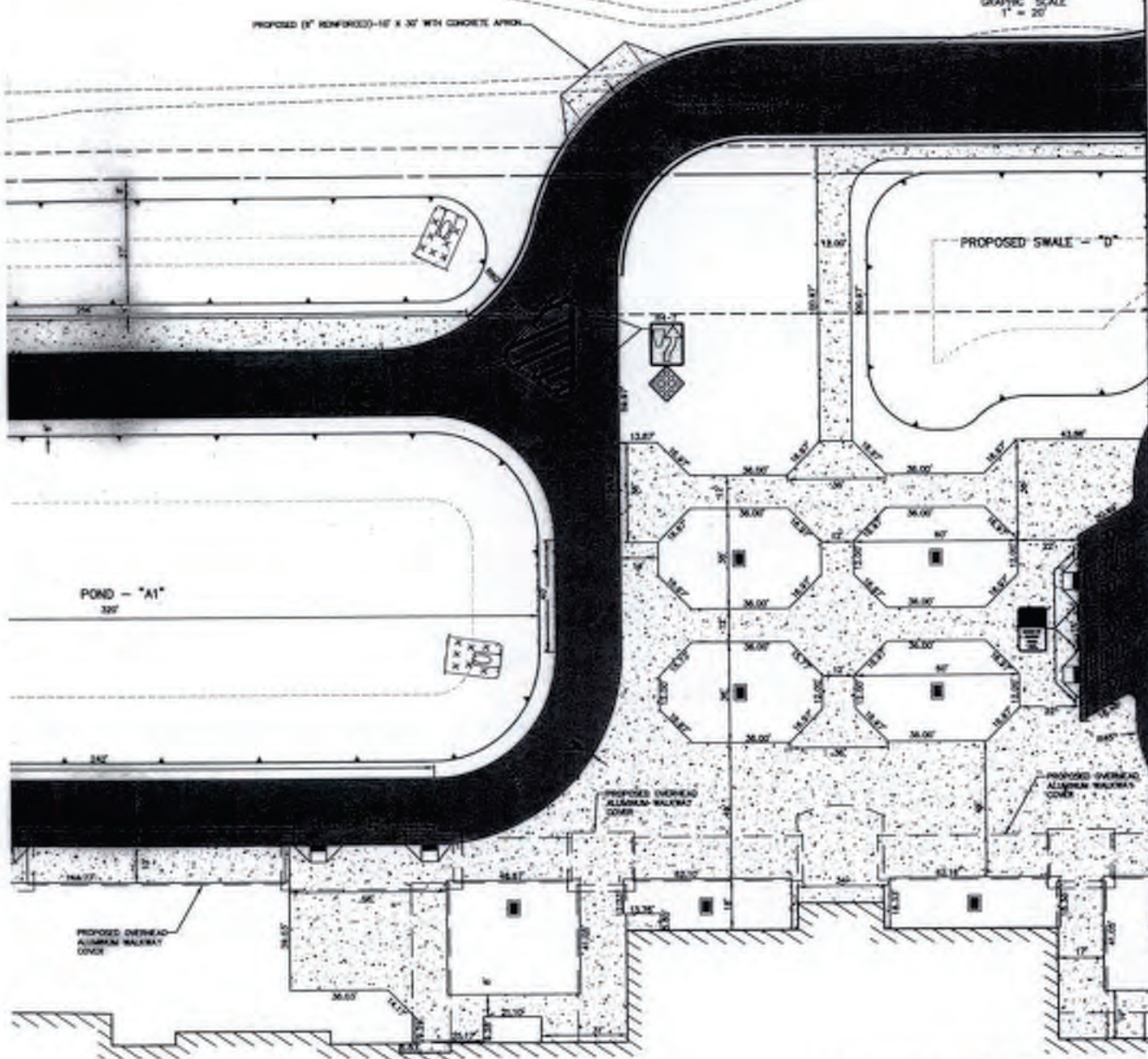


EXHIBIT "A"



PROPOSED HERNANDO COUNTY
ELEMENTARY SCHOOL "J" BUILDING

OFFICIAL RECORDS
2479 PG: 1098

SITE KEY

SITE GEOMETRY PLAN - 1

NOTE:
FENCING SHOWN ON CIVIL DRAWINGS
FOR REFERENCE ONLY. CONTRACTOR TO
REFER TO ARCHITECTURAL DRAWINGS
FOR FENCE LOCATION PLAN AND
DETAILS.



George F. Young, Inc.
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LANDSCAPE ARCHITECTURE • PLANNING • RESTORATION
IN FLORIDA • SOUTH • MICHIGAN • CALIFORNIA
SOUTH • WEST COAST
RESPONSIBLE OFFICE: 200 W. BERRY AVE.
SUITE 1000, TAMPA, FL 33601-1000
TEL: (813) 833-1277 FAX: (813) 833-0914

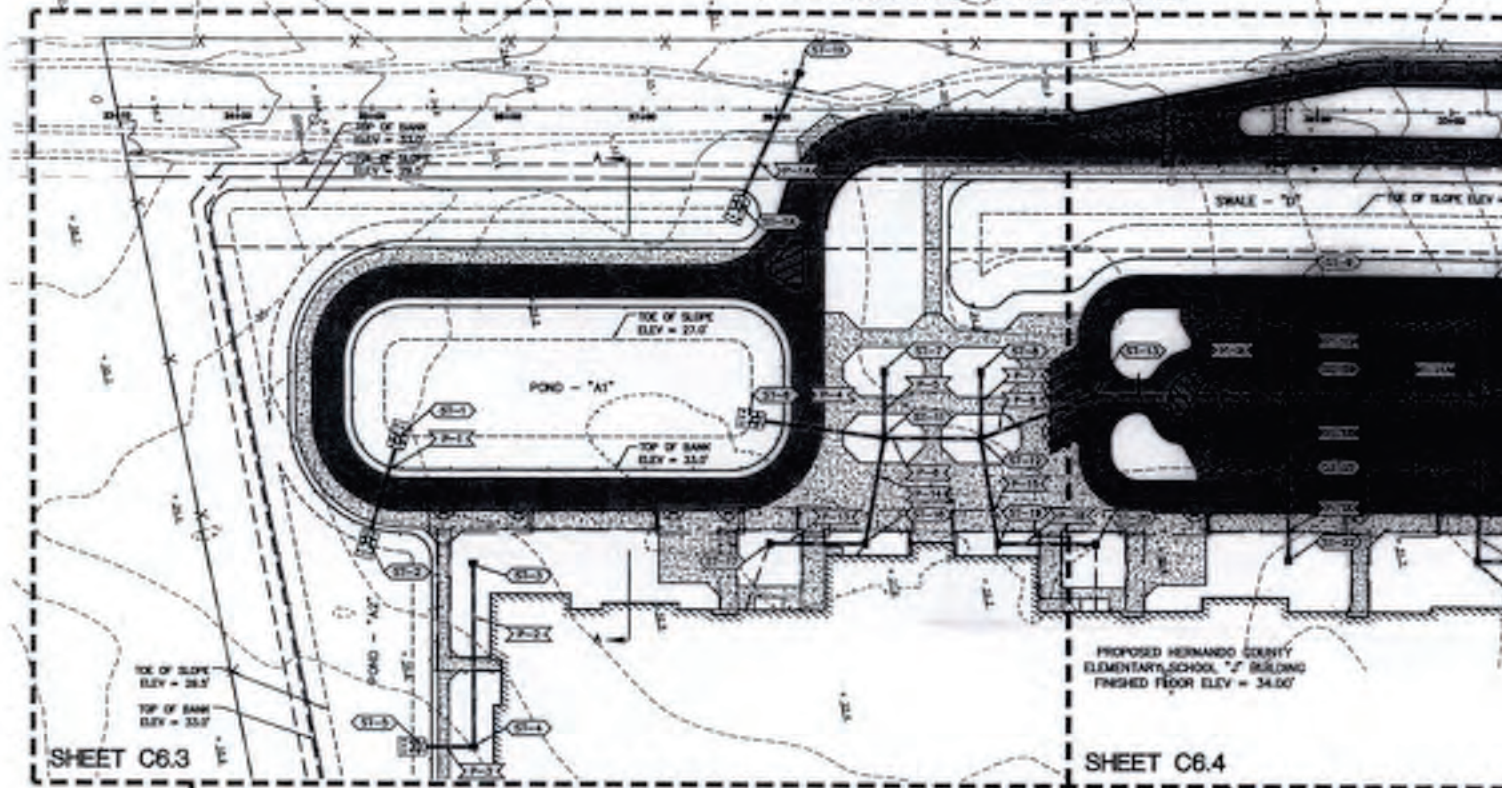
HARVARD • JOLLY

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

Drawn By:	04045
Checked By:	06/12/06
Scale:	ESR

RECORDED & INDEXED

100' WIDE FLORIDA POWER CORPORATION EASEMENT
OFFICIAL RECORD BOOK 933 - PAGE 347 THRU 351



SHEET C6.3

SHEET C6.4

SHEET C6.6

SHEET C6.5

OFFICIAL RECORDS
BK: 2479 PG: 1999

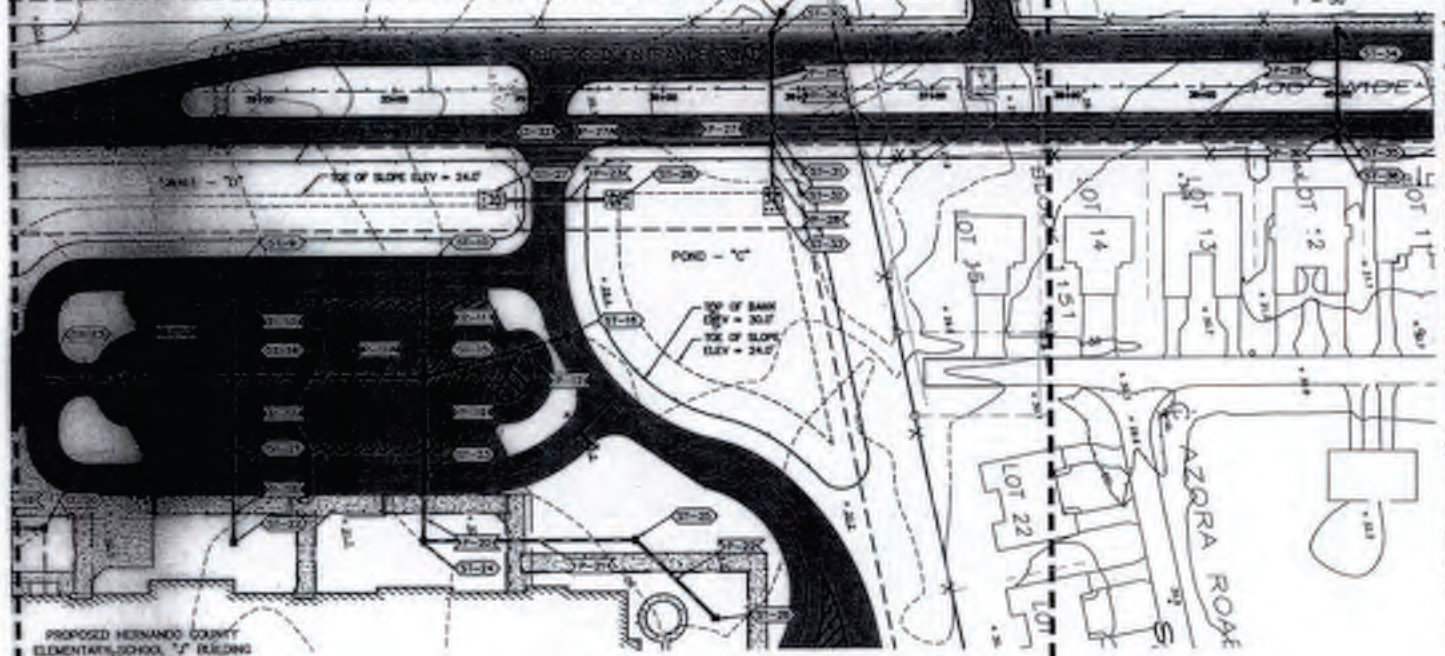
- 31-1A CONSTRUCT FABRIC FORM CONCRETE RETENMENT AND MITERED END SECTION PER FOOT INDEX #272 30" INV ELEV = 29.00
- 31-1B PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.28
- 31-1C CONSTRUCT FABRIC FORM CONCRETE RETENMENT AND MITERED END SECTION PER FOOT INDEX #272 30" INV ELEV = 27.00
- 31-1D PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 27.54
- 31-1E CONSTRUCT FABRIC FORM CONCRETE RETENMENT AND MITERED END SECTION PER FOOT INDEX #272 30" INV ELEV = 27.00
- 31-1F PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 27.72
- 31-1G PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.71
- 31-1H PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.53
- 31-1I PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.76
- 31-1J PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.50
- 31-1K CONSTRUCT FABRIC FORM CONCRETE RETENMENT AND MITERED END SECTION PER FOOT INDEX #272 12" INV ELEV = 28.80
- 31-1L PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 27.48
- 31-1M CONSTRUCT FABRIC FORM CONCRETE RETENMENT AND MITERED END SECTION PER FOOT INDEX #272 30" INV ELEV = 27.00
- 31-1N PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 27.48
- 31-1O PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1P PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1Q PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1R PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1S PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1T PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1U PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1V PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1W PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1X PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1Y PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38
- 31-1Z PROPOSED TYPE "D" DRAIN INLET PER FOOT INDEX #233 GRADE ELEV = 33.00 3E INV ELEV = 28.38

EXHIBIT "A"

NOTE: GRADES SHALL BE AS ALL METERS END PER FOOT INDEX #233

NOTE: REFER TO SHEET C6.5 SECTION FROM SET PREPARATION PROP 3 INFRASTRUCTURE CON

INCORPORATION EASEMENT
347 THRU 351



PROPOSED HERNANDO COUNTY
ELEMENTARY SCHOOL, 7TH FLOORING
FINISHED FLOOR ELEV = 54.00'

SHEET C6.4

SHEET C6.5

OFFICIAL RECORDS
BK: 2479 PG: 1100

USED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
E ELEV = 33.50
F ELEV = 29.14
G ELEV = 27.26

PROPOSED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
GRADE ELEV = 33.50
N BY ELEV = 29.50
S BY ELEV = 26.50

PROPOSED TYPE "2" CURB INLET
PER FOOT INDEX #210
TOP ELEV = 27.50
SE BY ELEV = 22.61
W BY ELEV = 22.51
S BY ELEV = 26.00

INSTALL 120 LF 30" RCP @ 0.25%

INSTALL 72 LF 12" ASTM F949 PVC @ 0.50%

USED HDPE/PLAST 12" DRAIN BASH
E ELEV = 32.50
F ELEV = 28.20

PROPOSED TYPE "D" DRAIN INLET
PER FOOT INDEX #232
GRADE ELEV = 32.50
SW BY ELEV = 30.50

PROPOSED TYPE "2" CURB INLET
PER FOOT INDEX #210
TOP ELEV = 29.80
N BY ELEV = 25.48

INSTALL 45 LF 12" ASTM F949 PVC @ 0.50%

INSTALL 45 LF 12" ASTM F949 PVC @ 0.50%

USED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
E ELEV = 32.50
F ELEV = 28.20

CONSTRUCT FABRIC FORM CONCRETE
REINFORCEMENT AND MITERED END SECTION
PER FOOT INDEX #272
30" HW ELEV. = 34.00

CONSTRUCT FABRIC FORM CONCRETE
REINFORCEMENT AND MITERED END SECTION
PER FOOT INDEX #272
30" HW ELEV. = 22.50

INSTALL 45 LF 12" ASTM F949 PVC @ 0.50%

INSTALL 45 LF 12" ASTM F949 PVC @ 0.50%

USED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
E ELEV = 32.50
F ELEV = 28.43

CONSTRUCT FABRIC FORM CONCRETE
REINFORCEMENT AND MITERED END SECTION
PER FOOT INDEX #272
30" HW ELEV. = 24.00

PROPOSED TYPE "2" CURB INLET
PER FOOT INDEX #210
TOP ELEV = 31.12
E BY ELEV = 24.80

INSTALL 143 LF 24" RCP @ 0.30%

INSTALL 60 LF 30" RCP @ 0.25%

USED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
E ELEV = 32.50
F ELEV = 28.58

PROPOSED TYPE "D" DRAIN INLET
PER FOOT INDEX #232
GRADE ELEV = 32.50
W BY ELEV = 22.50

CONSTRUCT TYPE "D" BOTTOM STRUCTURE
PER FOOT INDEX #206, 201
HW ELEV = 32.50
E BY ELEV = 24.83
S BY ELEV = 24.83

INSTALL 142 LF 18" RCP @ 0.30%

INSTALL 40 LF 30" RCP @ 0.30%

USED TYPE "D" DRAIN INLET
PER FOOT INDEX #233
E ELEV = 32.50
F ELEV = 28.81
G ELEV = 28.81

PROPOSED TYPE "D" CURB INLET
PER FOOT INDEX #210
TOP ELEV = 27.50
E BY ELEV = 22.80
W BY ELEV = 22.80

PROPOSED TYPE "2" CURB INLET
PER FOOT INDEX #210
TOP ELEV = 31.12
W BY ELEV = 24.85

INSTALL 79 LF 18" RCP @ 0.25%

INSTALL 7 LF 15" ASTM F949 PVC @ 0.50%

"EXHIBIT A"

COMPOSITE DRAINAGE PLAN - 1

NOTE:
GRATES SHALL BE INSTALLED ON
ALL MITERED END SECTIONS PER
FOOT INDEX #272

NOTE:
REFER TO SHEET C6.0 FOR GROUT
INJECTION POINT DETAILS FOR SITE
PREPARATION PRIOR TO SITE
UNDERSTRUCTURE CONSTRUCTION.



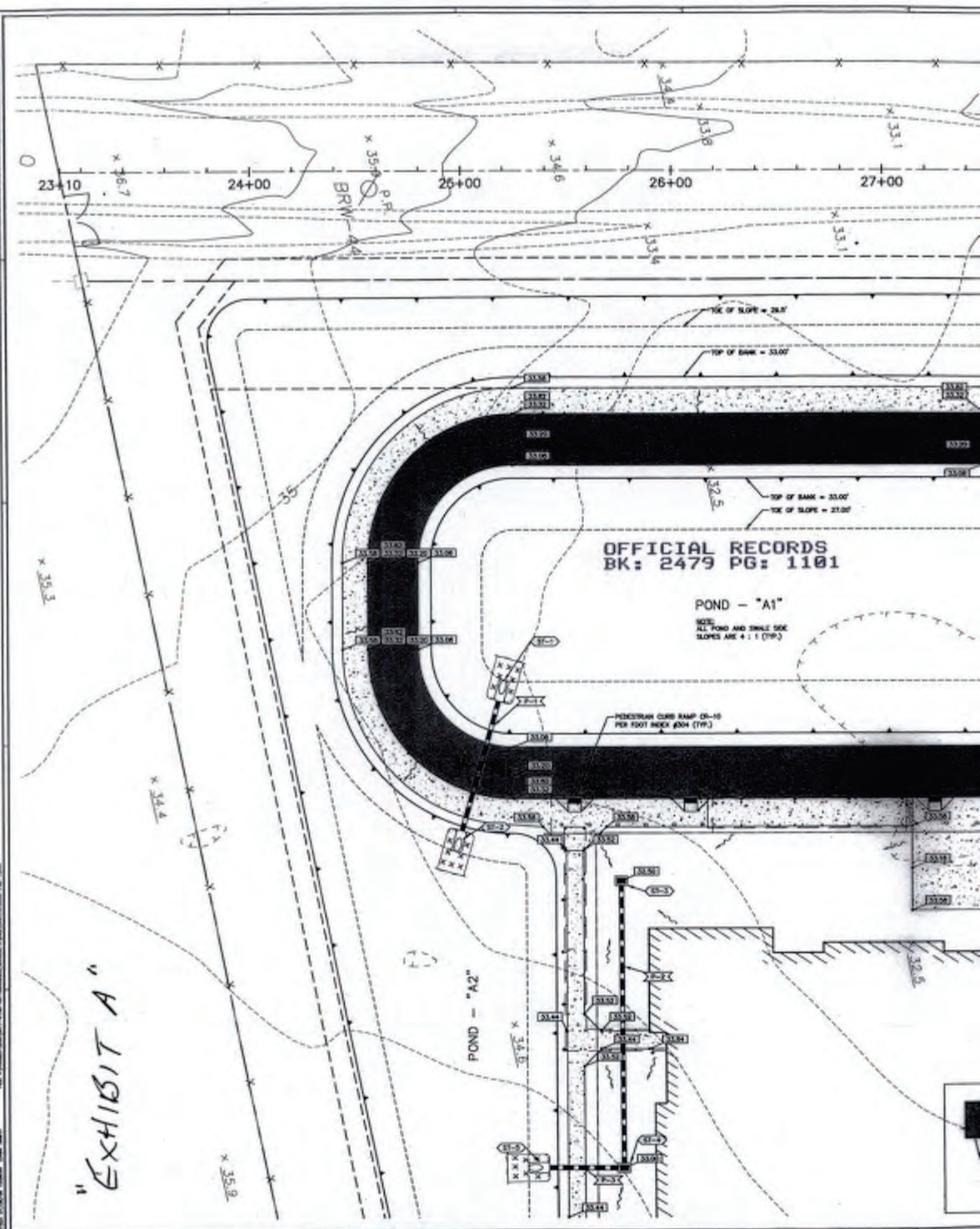
George F. Young, Inc.
LEONARD WARDEN, JR.
ARCHITECTURE • ENGINEERING • ENVIRONMENTAL
LANDSCAPE ARCHITECTURE • PLANNING • SURVEYING
201 PINECREST BLVD. • SUITE 100 • PALM BEACH, FLORIDA 33480
TELEPHONE: (561) 835-4111 FAX: (561) 835-2814

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

DATE	04/05/06
BY	JLS
CHECKED	
DATE	
BY	
CHECKED	
DATE	
BY	

DATE: 11/11/11 11:58 AM

FILE: C:\PROJECTS\11-11-11\11-11-11.dwg



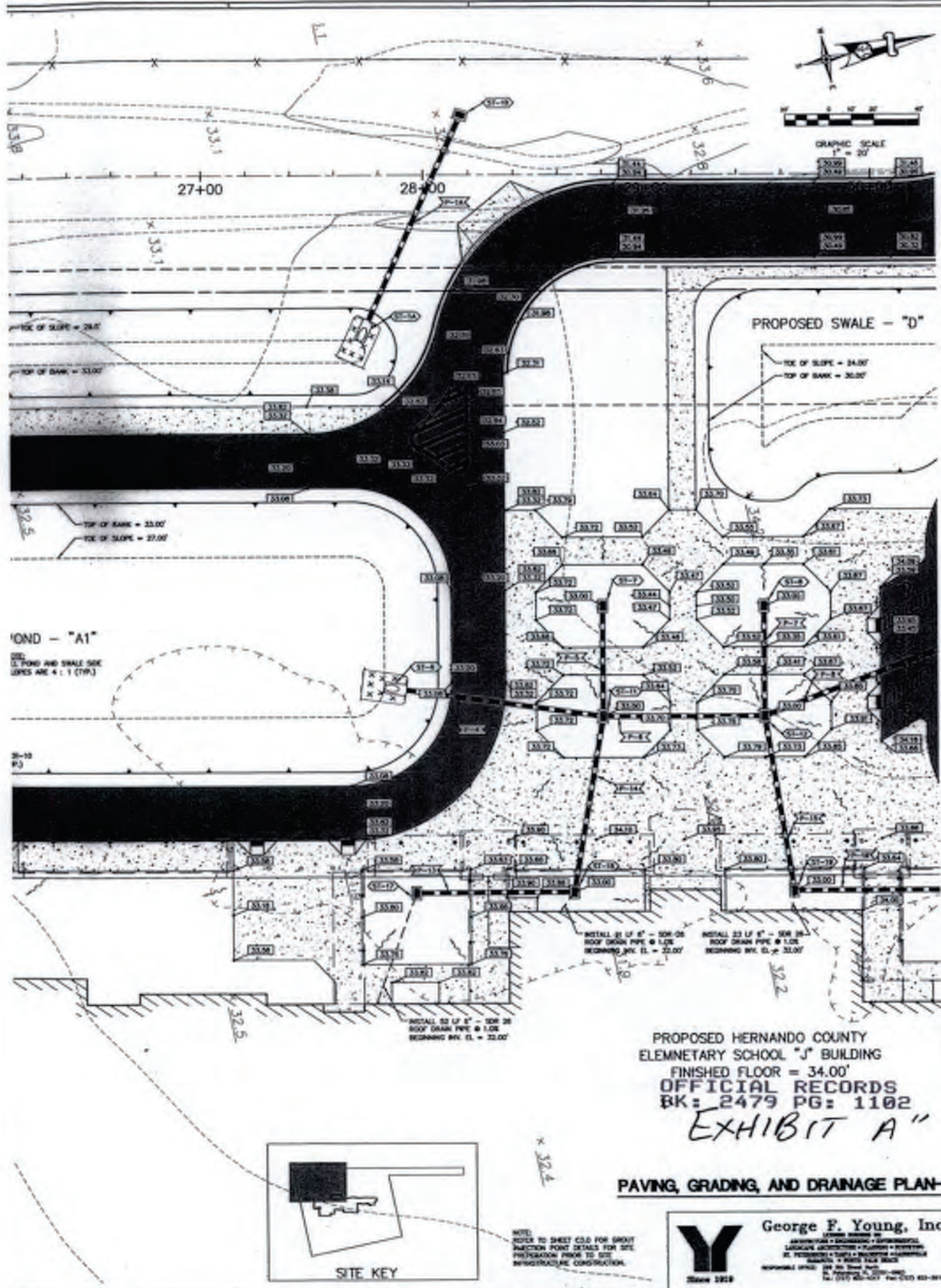
OFFICIAL RECORDS
BK: 2479 PG: 1101

POND - "A1"

NOTE:
ALL POND AND SWALE SIDE
SLOPES ARE 4:1 (1:1)

POND - "A2"

"EXHIBIT A"



HARVARD • JOLLY

ELEMENTARY SCHOOL "J"
 SCHOOL BOARD OF HERNANDO COUNTY
 HERNANDO COUNTY, FLORIDA
 100% CONSTRUCTION DOCUMENTS

DATE	06/04/97
DATE	06/12/96
DATE	05/22/96
DATE	05/08/96
DATE	04/22/96

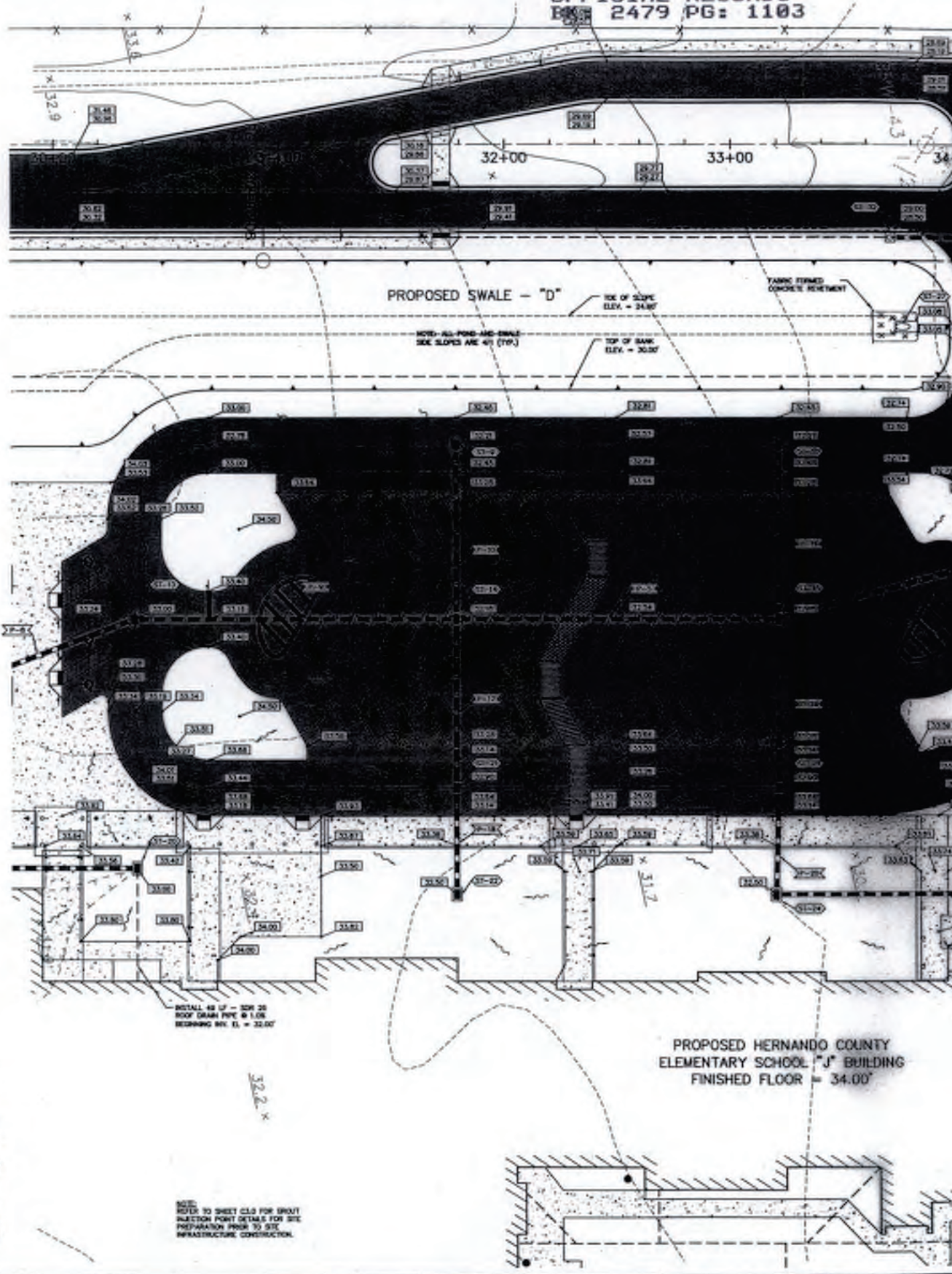
PROPOSED HERNANDO COUNTY
 ELEMNETARY SCHOOL "J" BUILDING
 FINISHED FLOOR = 34.00'
 OFFICIAL RECORDS
 BK: 2479 PG: 1102
EXHIBIT A"

PAVING, GRADING, AND DRAINAGE PLAN-1



George F. Young, Inc.
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 LANDSCAPE ARCHITECTURE • PLUMBING • MECHANICAL
 ELECTRICAL • INTERIOR DESIGN • ENVIRONMENTAL
 DESIGN • WASTE TREATMENT
 1000 UNIVERSITY AVENUE, SUITE 100
 TAMPA, FLORIDA 33606
 P. (813) 287-1000 FAX (813) 287-1001

NOTE:
 REFER TO SHEET C-10 FOR GROUND
 SURFACE POINT DETAILS FOR SITE
 PREPARATION PRIOR TO SITE
 INFRASTRUCTURE CONSTRUCTION.



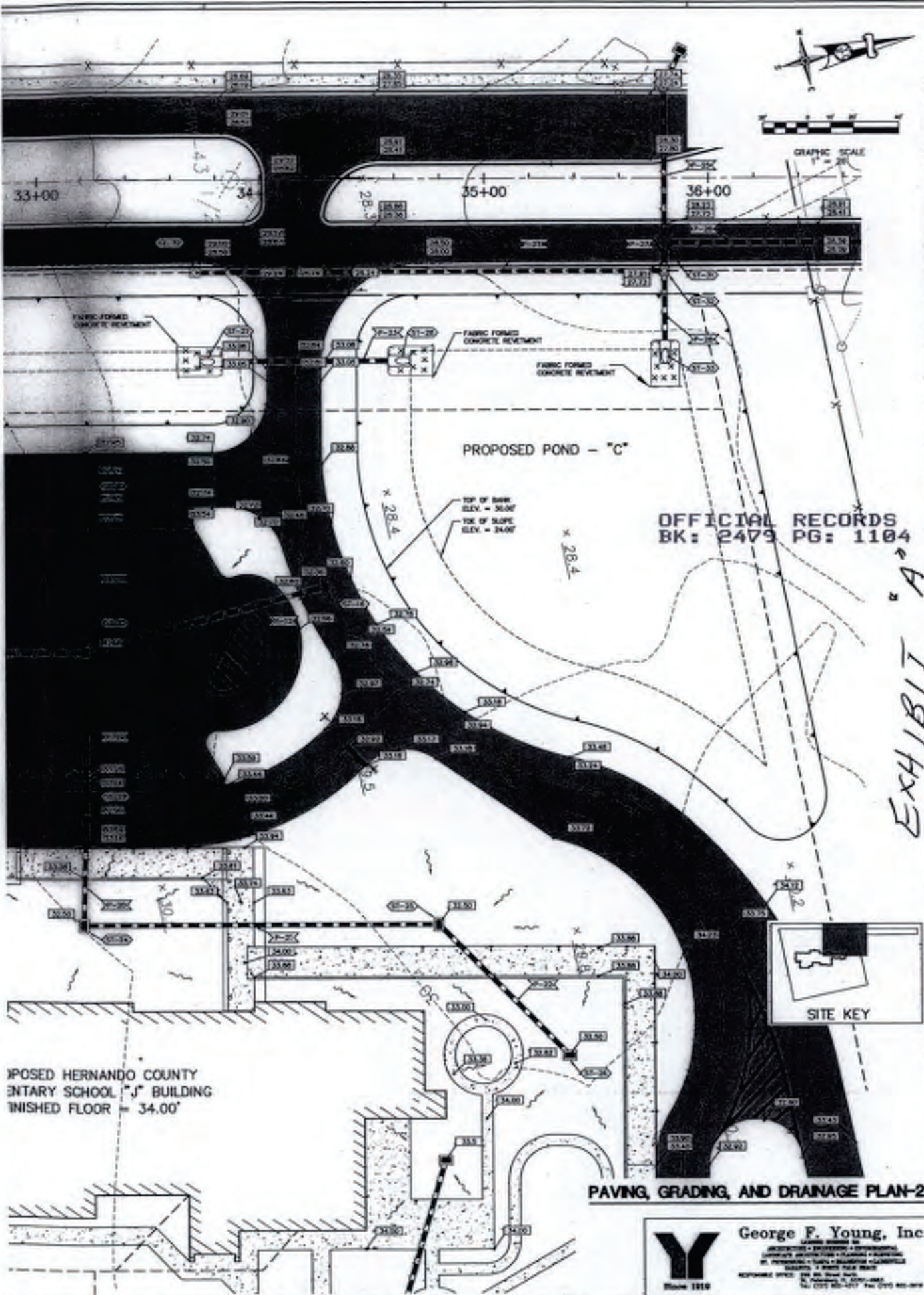
"EXHIBIT A"

PROPOSED HERNANDO COUNTY
ELEMENTARY SCHOOL "J" BUILDING
FINISHED FLOOR = 34.00'

NOTE:
REFER TO SHEET C10 FOR GROUT
INJECTION POINT DETAILS FOR SITE
PREPARATION PRIOR TO SITE
INFRASTRUCTURE CONSTRUCTION.

HARVARD • JOLLY

ARCHITECTURE • INTERIOR DESIGN • LANDSCAPE ARCHITECTURE • PLANNING • ENGINEERING • PROGRAM MANAGEMENT



OFFICIAL RECORDS
BK: 2479 PG: 1104

EXHIBIT "A"

PROPOSED HERNANDO COUNTY
ELEMENTARY SCHOOL "J" BUILDING
FINISHED FLOOR = 34.00'

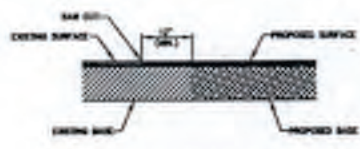
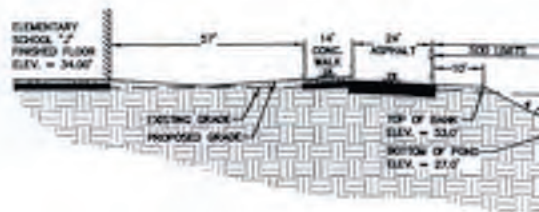
PAVING, GRADING, AND DRAINAGE PLAN-2



George F. Young, Inc.
 LEADING ENGINEER
 ARCHITECTURE • ENGINEERING • ENVIRONMENTAL
 LANDSCAPE ARCHITECTURE • PLANNING • PROGRAM
 MANAGEMENT • INTERIOR DESIGN • LANDSCAPE ARCHITECTURE
 DESIGN • PROGRAM MANAGEMENT
 RESPONSE SPEED: 24 HOURS
 100% CLIENT SATISFACTION
 100% CONSTRUCTION DOCUMENTS

ELEMENTARY SCHOOL "J"
 SCHOOL BOARD OF HERNANDO COUNTY
 HERNANDO COUNTY, FLORIDA
 100% CONSTRUCTION DOCUMENTS

Project No.	34045
Date	05/12/06
Drawn	JOS
Checked	
Approved	

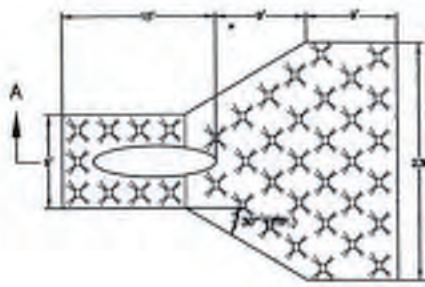


EXIST. TO PROPOSED
ASPHALT TIE-IN



TYPICAL LIGHT DUTY
PAVEMENT SECTION
FOR PARKING AREAS ONLY

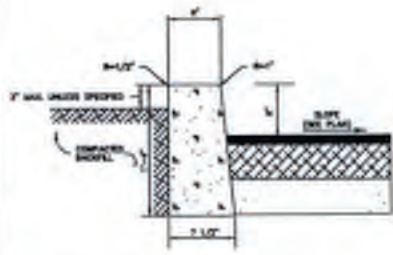
NOTE: FOR LIMITS OF LIGHT AND MEDIUM
DUTY PAVEMENT, SEE SHEET C3.0



PLAN VIEW

STANDARD PARKING

OFFICIAL RECORDS
BK: 2479 PG: 1105



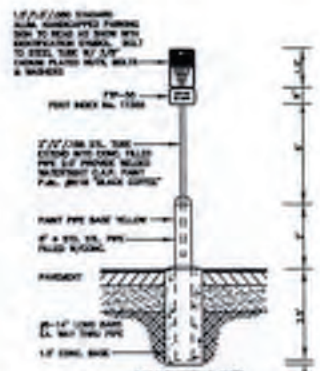
6\"/>
 (FOR LANDSCAPE ISLAND AREAS)



TYPICAL MEDIUM DUTY
PAVEMENT SECTION
FOR ALL MAIN DRIVES,
BUS AND SERVICE AREAS

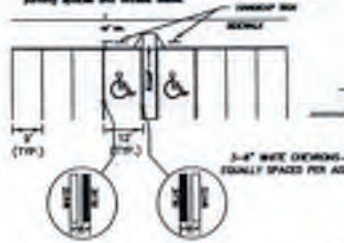


Signs must indicate priority for legal use of space.
Contractor to contact local regulatory agency for amount.



PARKING LOT
HANDICAP SIGN/POST

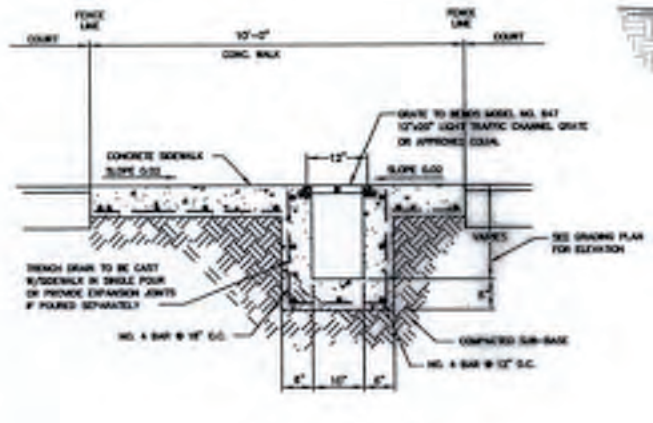
- All parking spaces must be 4' wide and white unless otherwise noted.
- Use of pavement symbol in handicapped parking spaces is optional, but when used shall be 3\"/>



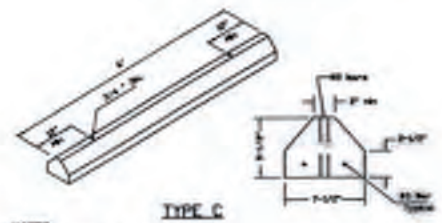
HANDICAPPED PARKING DETAIL

All signs shall be Type III-A, high performance sheeting, which consists of encapsulated spherical lens elements.

- Handicap sign(s) may be affixed on permanent structures in lieu of installing on poles.



TRENCH DRAIN DETAIL



TYPE C

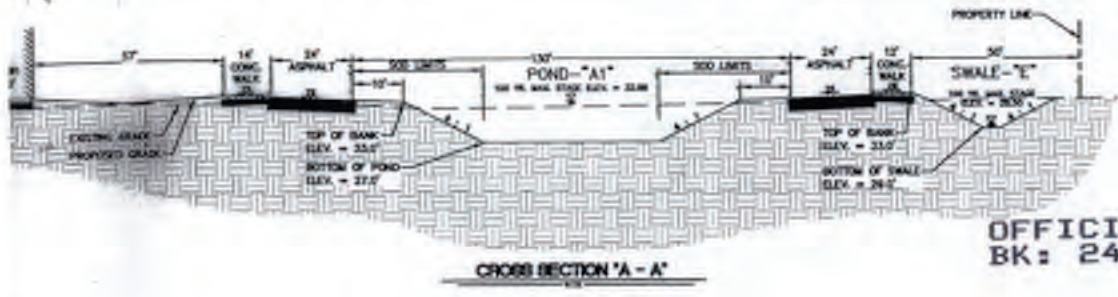
- NOTES:
1. CONCRETE TO BE 3,000 PSI
 2. WHEEL STOPS TO BE SECURED TO PAVEMENT WITH TWO 1/2\"/>

CONCRETE WHEEL STOP

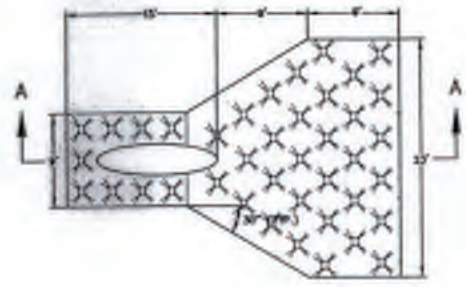
WHEEL STOP DETAIL

EXHIBIT "A"

OFFICIAL RECORDS
BK: 2479 PG: 1106



CROSS SECTION "A - A"



PLAN VIEW



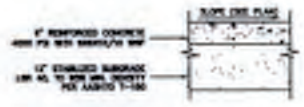
SECTION A-A

STANDARD FABRIC FORMED CONCRETE REINFORCEMENT DETAIL

DESCRIPTION	TOP OF BANK/VEG OF SLOPE ELEV. =	18" W. WALL STAKE ELEV. =
POND - "A1"	23.0'	22.0'
POND - "A2"	23.0'	22.5'
POND - "B"	23.0'	22.5'
POND - "C"	23.0'	22.0'
SMALLE - "E"	23.0'	22.0'



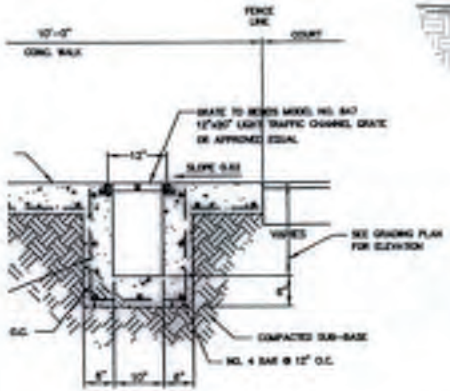
TYPICAL POND CROSS SECTION



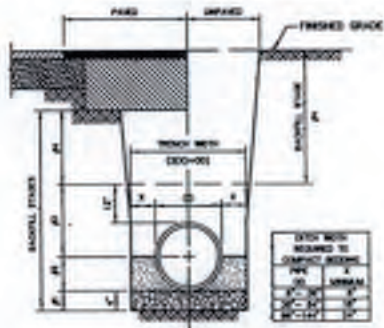
TYPICAL CONCRETE PAVEMENT SECTION



COMBINATION CURB + SIDEWALK

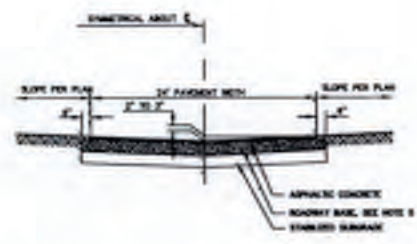


TRENCH DRAIN DETAIL

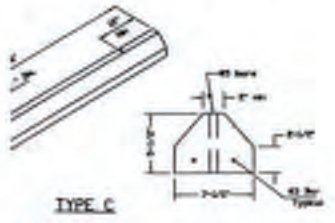


GRADE	MATERIAL
1	12" WIDE W/REINFORCED GRASS/GRASS MATS (TYPICAL GRASS) OR REINFORCED CONCRETE (W/STAKE) AT 100' INTERVALS
2	12" PIPE BEDDING LOCAL DIO
3	12" PIPE BEDDING LOCAL SAND TO 12" ABOVE TOP OF PVC
4	12" WIDE SANDFILL
5	PAVED SURFACE - IN 8" LFTS
6	GRADED ROAD - IN 8" LFTS
7	GRADED SURFACE - IN 12" LFTS

NOTES:
1. ALL SANDFILL SHALL BE PLACED IN LIFTS AND COMPACTED AS PER SPECIFICATION.



TYPICAL INVERTED CROWN PAVEMENT SECTION



CONCRETE WHEEL STOP

PIPE BEDDING DETAIL

EXHIBIT "A"

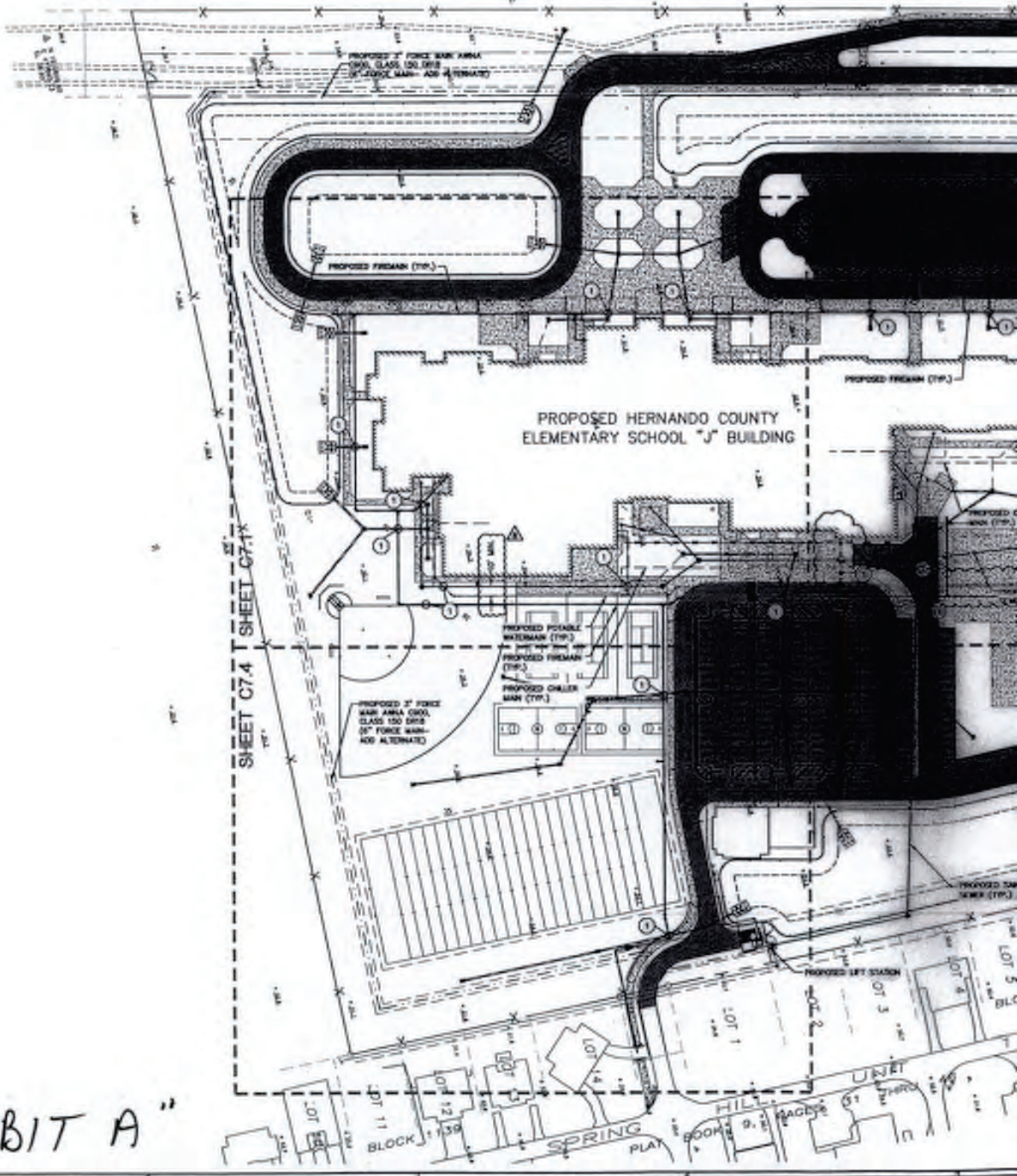
PAVING, GRADING, AND DRAINAGE DETAILS



George F. Young, Inc.
GENERAL CONTRACTORS
RESIDENTIAL • COMMERCIAL • INDUSTRIAL
LANDSCAPE ARCHITECTURE • PLUMBING • ROOFING
MECHANICAL • ELECTRICAL • PAINTING • CONCRETE
CONSTRUCTION • SITEWORK • EROSION CONTROL
1000 W. BAYVIEW BLVD.
SUITE 100
DADE COUNTY, FLORIDA 33134
TEL: (305) 251-1017 FAX: (305) 251-1018

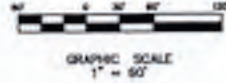
Drawn: JES
Check: JES
Date: 06/12/95

100' WIDE FLORIDA POWER CORPORATION EASEMENT
OFFICIAL RECORD BOOK 933, PAGE 347 THRU 351

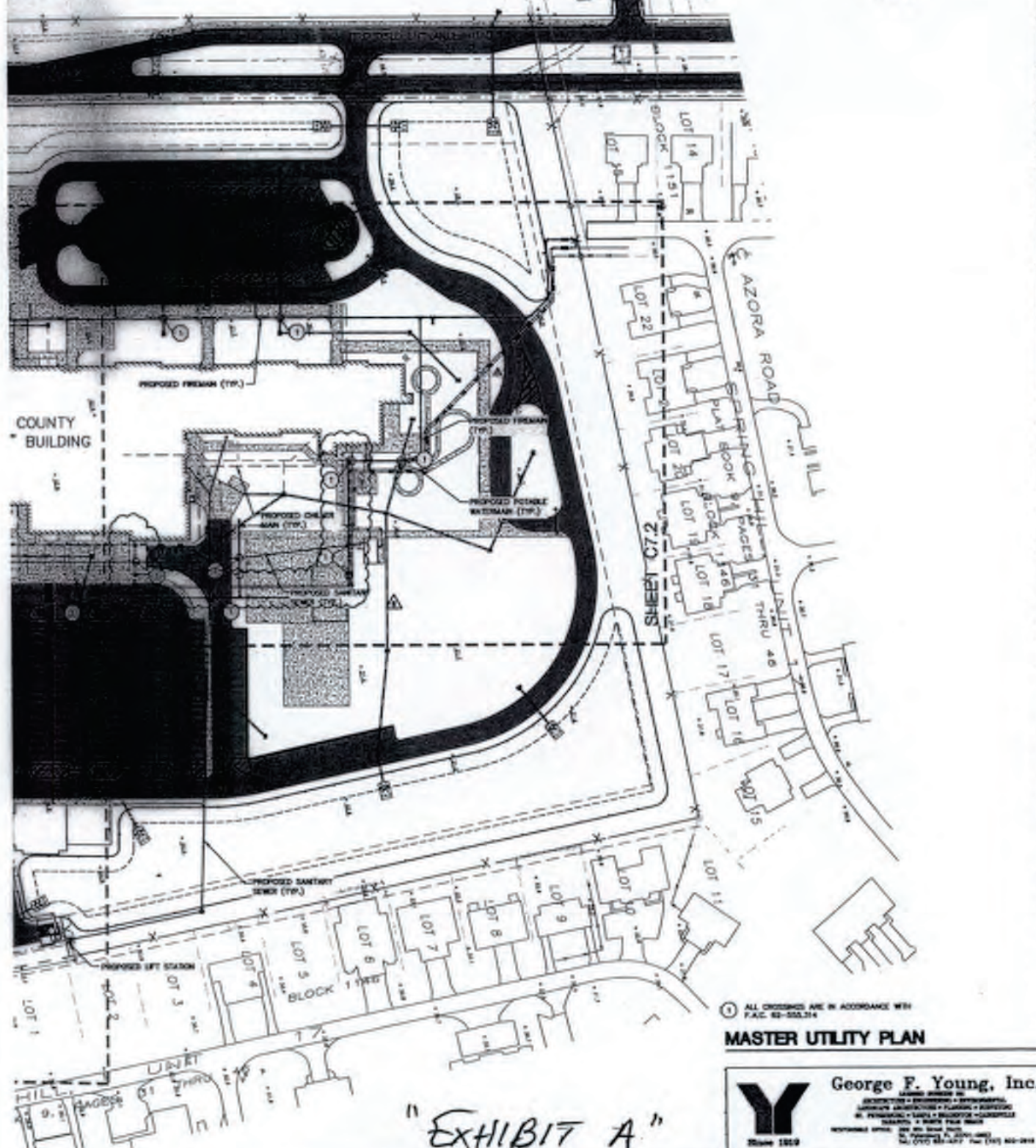


"EXHIBIT A"

OFFICIAL RECORDS
BK: 2479 PG: 1108



CORPORATION EASEMENT
SE 347 THRU 351



HARVARD • JOLLY

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

DATE	04/05
BY	DL/12/06
CHKD	JES
DATE	04/05
BY	JES
CHKD	JES

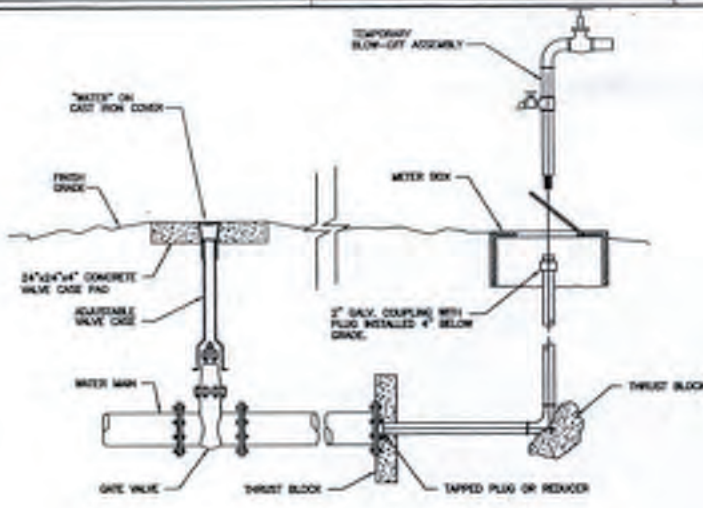
① ALL DIMENSIONS ARE IN ACCORDANCE WITH
F.A.C. 62-500.314
MASTER UTILITY PLAN

"EXHIBIT A"

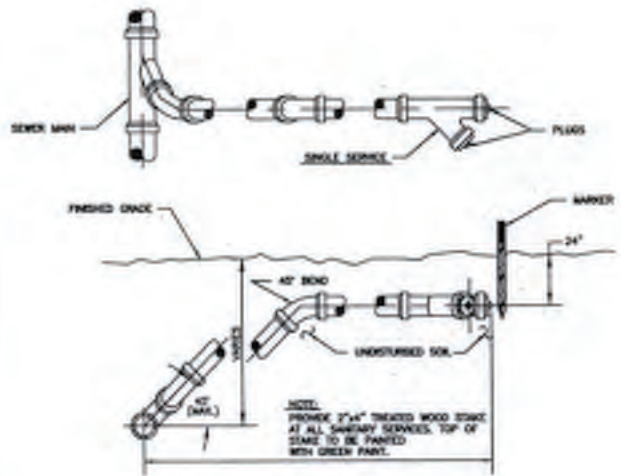


George F. Young, Inc.
LICENSED ENGINEER IN FLORIDA
LICENSED ARCHITECT IN FLORIDA & ALABAMA
LICENSED LANDSCAPE ARCHITECT IN FLORIDA & ALABAMA
LICENSED SURVEYOR IN FLORIDA & ALABAMA
LICENSED PLASTERER IN FLORIDA & ALABAMA
LICENSED PAINTER IN FLORIDA & ALABAMA
LICENSED CARPENTER IN FLORIDA & ALABAMA
LICENSED ROOFER IN FLORIDA & ALABAMA
LICENSED ELECTRICIAN IN FLORIDA & ALABAMA
LICENSED MECHANICAL IN FLORIDA & ALABAMA
LICENSED PLUMBER IN FLORIDA & ALABAMA
LICENSED WELDER IN FLORIDA & ALABAMA
LICENSED MILLWRIGHT IN FLORIDA & ALABAMA
LICENSED BLACKSMITH IN FLORIDA & ALABAMA
LICENSED TINSMEITHER IN FLORIDA & ALABAMA
LICENSED WOODWORKER IN FLORIDA & ALABAMA
LICENSED GLAZIER IN FLORIDA & ALABAMA
LICENSED PAINTER IN FLORIDA & ALABAMA
LICENSED CARPENTER IN FLORIDA & ALABAMA
LICENSED ROOFER IN FLORIDA & ALABAMA
LICENSED ELECTRICIAN IN FLORIDA & ALABAMA
LICENSED MECHANICAL IN FLORIDA & ALABAMA
LICENSED PLUMBER IN FLORIDA & ALABAMA
LICENSED WELDER IN FLORIDA & ALABAMA
LICENSED MILLWRIGHT IN FLORIDA & ALABAMA
LICENSED BLACKSMITH IN FLORIDA & ALABAMA
LICENSED TINSMEITHER IN FLORIDA & ALABAMA
LICENSED WOODWORKER IN FLORIDA & ALABAMA
LICENSED GLAZIER IN FLORIDA & ALABAMA

C 70



TEMPORARY FLUSHING, SAMPLING & BLOW OFF ASSEMBLY & INSTALLATION DETAIL



GRAVITY SEWER SERVICE DETAIL

RESTRAINED JOINTS SPECIFICATIONS CHARTS

PIPE PIPE APPLICATION

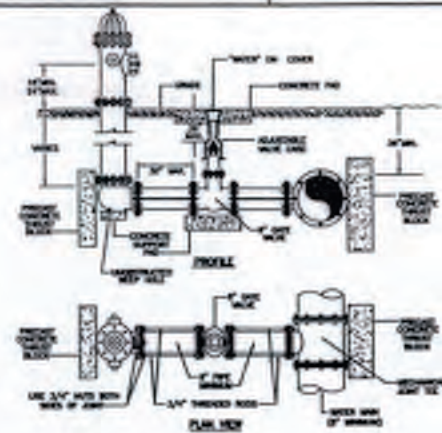
PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"
10'	30	40	50	75	90	120	140	180
CAPPED END	30	110	130	150	170	190	220	240
60' MANHOLE	40	40	40	40	40	40	40	40
40' BODIES	20	20	20	20	20	20	20	20
22 1/2' BODIES	10	10	10	10	10	10	10	10
11 1/4' BODIES	5	5	5	5	5	5	5	5

CASTLE IRON PIPE APPLICATION

PIPE SIZE	4"	6"	8"	10"	12"	14"	16"	18"
10'	30	40	50	75	90	120	140	180
CAPPED END	40	60	80	100	120	140	160	180
60' MANHOLE	30	30	30	30	30	30	30	30
40' BODIES	15	15	15	15	15	15	15	15
22 1/2' BODIES	8	8	8	8	8	8	8	8
11 1/4' BODIES	4	4	4	4	4	4	4	4

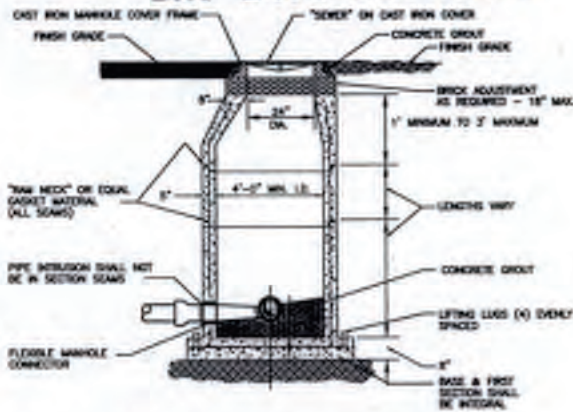
NOTES:
 1. MARKED GRADE MINIMUM LEAKY FEET OF PIPE TO BE RESTRAINED FROM JOINTS AT 100' MINIMUM ON END.

RESTRAINED JOINTS SPECIFICATIONS DETAIL

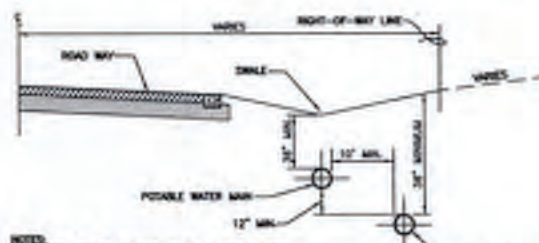


FIRE HYDRANT ASSEMBLY: INSTALLATION DETAIL

OFFICIAL RECORDS
 BK: 2479 PG: 1109

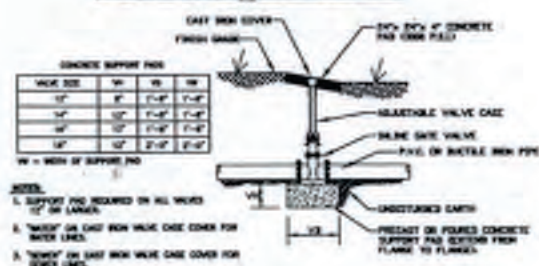


MANHOLE: PRECAST, TYPICAL DETAIL



NOTES:
 1. POTABLE WATER & SANITARY SEWER LINES SHALL BE SEPARATED AT MINIMUM 12\"/>

UTILITIES INSTALLATION DETAIL



GATE VALVE AND CASE DETAIL

"EXHIBIT A"

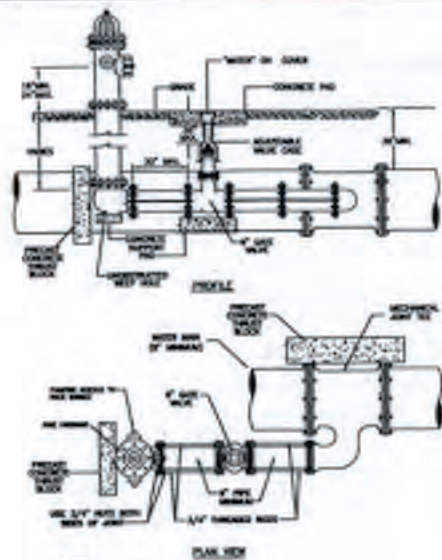
NOTES:
 1. ALL FITTINGS
 2. ALL PIPE ARE
 AND PAINTED

Architect • Structural Engineer • Professional Engineer • Landscape Architect • Project Management
 100% Construction Documents

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

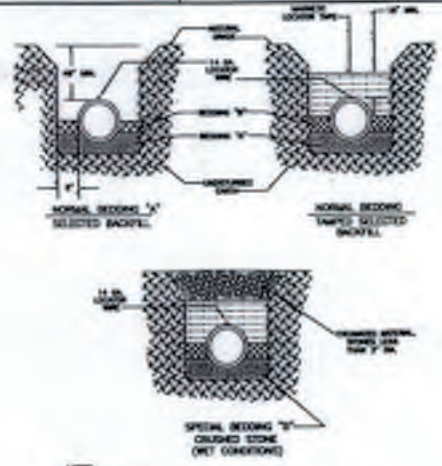
Sheet No. 04045
 Date: 06/12/06
 JES

ALPHA 2000
 BETA 2000
 GEORGE F. YOUNG, INC.
 100% CONSTRUCTION DOCUMENTS



- NOTES:**
1. HYDRANT SHALL BE 4.5\"/>

**FIRE HYDRANT ASSEMBLY: INSTALLATION
 FIRE HYDRANT FOR LIMITED SPACE**



- NOTE:**
1. SELECTED BEDDING: 18\"/>

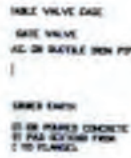
PIPE (P.V.C.) BEDDING DETAIL

OFFICIAL RECORDS
BK: 2479 PG: 1110

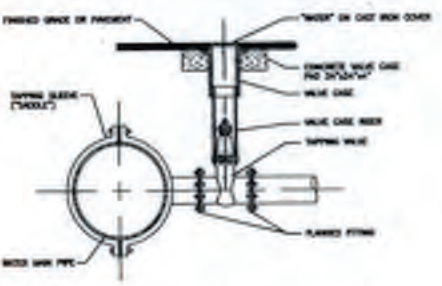
LATION DETAIL



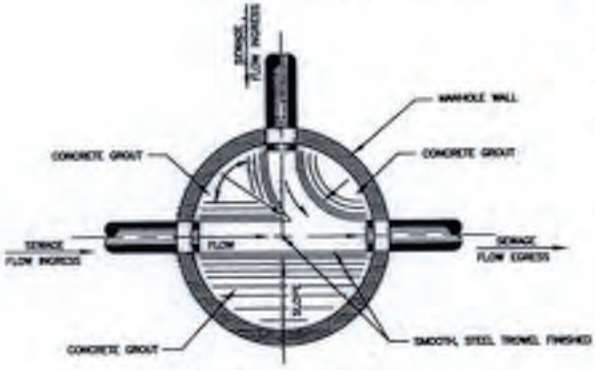
DETAIL



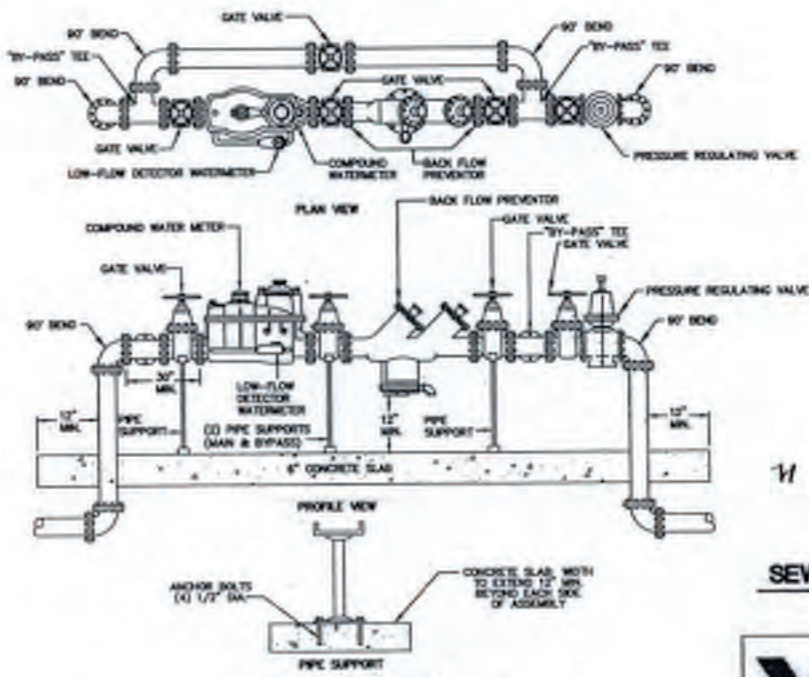
ITAL



WATER MAIN & TAP VALVE DETAIL



MANHOLE BASE "INVERT" DETAIL



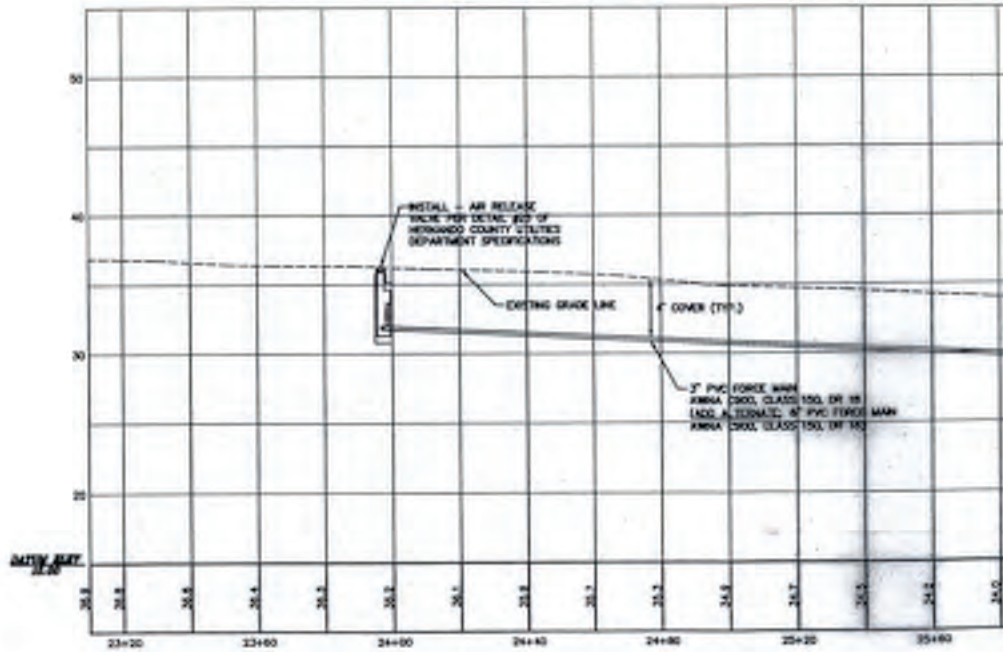
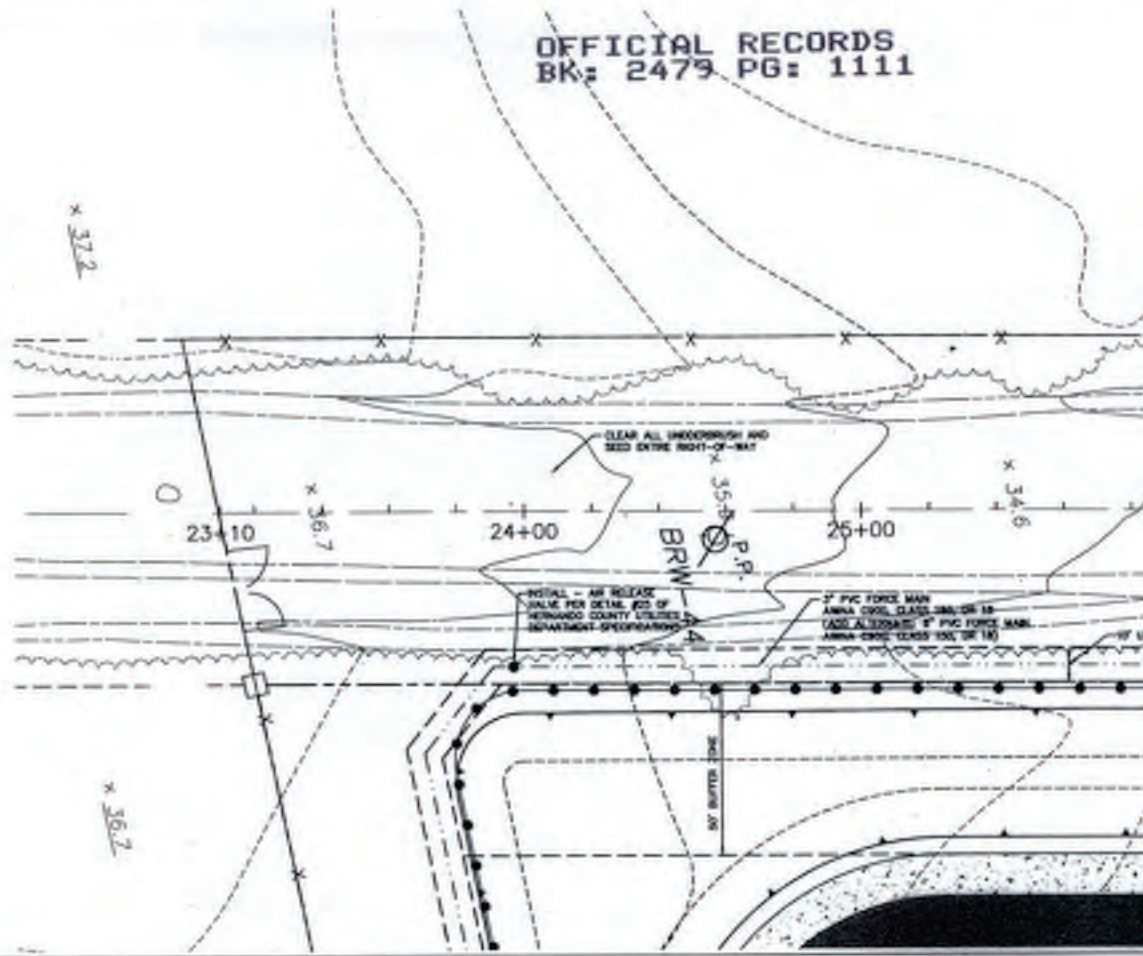
**4" FLANGED PROPELLER TYPE
 FLOW METER PER HCU DETAIL 47**

- NOTES:**
1. ALL FITTINGS SHALL BE FLANGE TO FLANGE.
 2. ALL PIPE ABOVE GROUND SHALL BE DUCTILE IRON, PAINTED BLUE FOR DISTRIBUTION MAIN, AND PAINTED RED FOR DESIGNATED FIRE HYDRANT BRANCHES.

"EXHIBIT A"

SEWER AND WATER DETAILS

George F. Young, Inc.
 100% CONSTRUCTION DOCUMENTS
 ARCHITECTURE • ENGINEERING • SURVEYING
 LANDSCAPE ARCHITECTURE • PLANNING • INTERIOR
 DESIGN • CIVIL • ELECTRICAL • MECHANICAL
 ENVIRONMENTAL • TRAFFIC • TRANSPORTATION
 PLANNING • WATER RESOURCES
 100% CONSTRUCTION DOCUMENTS
 100% CONSTRUCTION DOCUMENTS



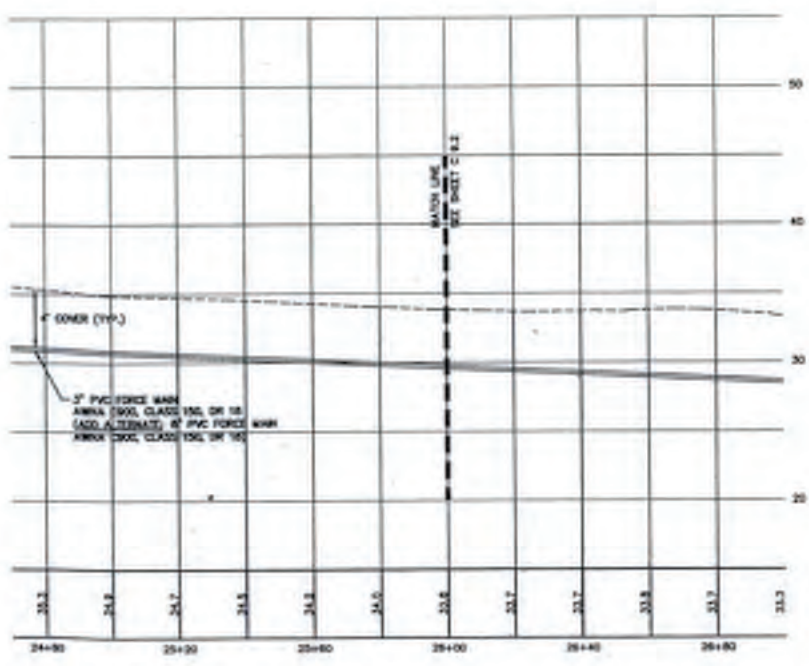
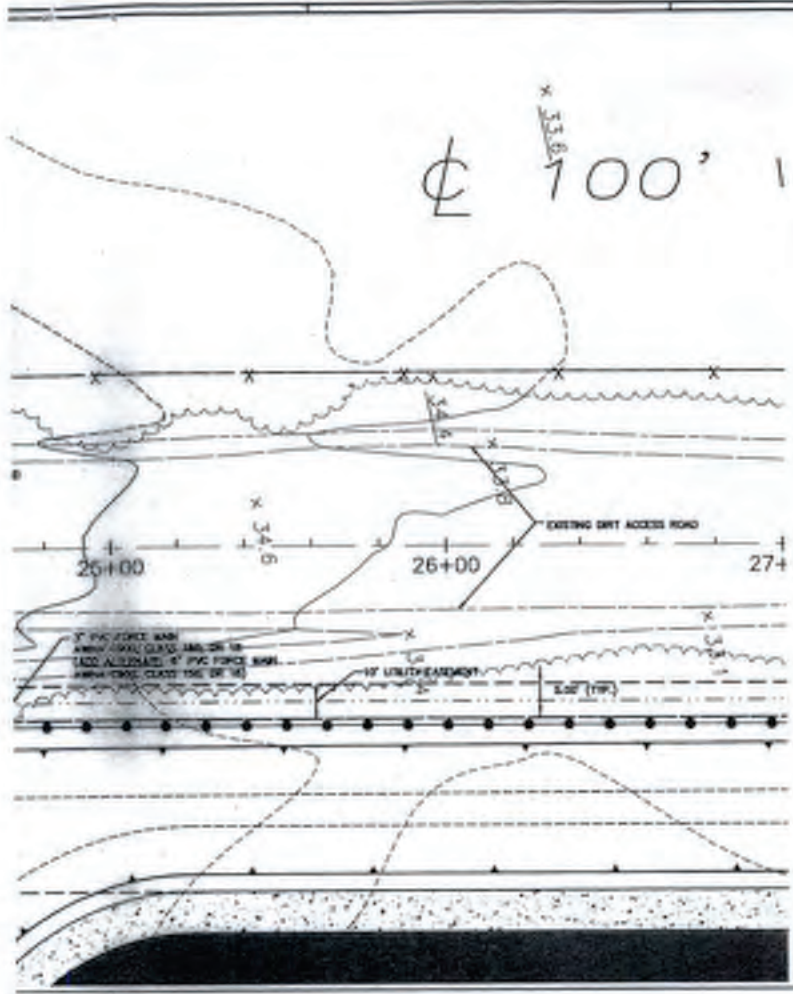
"EXHIBIT A"



OFFICIAL RECORDS
BK: 2479 PG: 1112

HARVARD•JOLLY

ARCHITECTURE • INTERIOR DESIGN • PROGRAMMING • RENDERING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • SURVEYING • PHOTOGRAPHY • VIDEOGRAPHY



SITE KEY

PLAN AND PROFILE - 1

EXHIBIT "A"

SCALE:
HOR. 1" = 20'
VERT. 1" = 5'



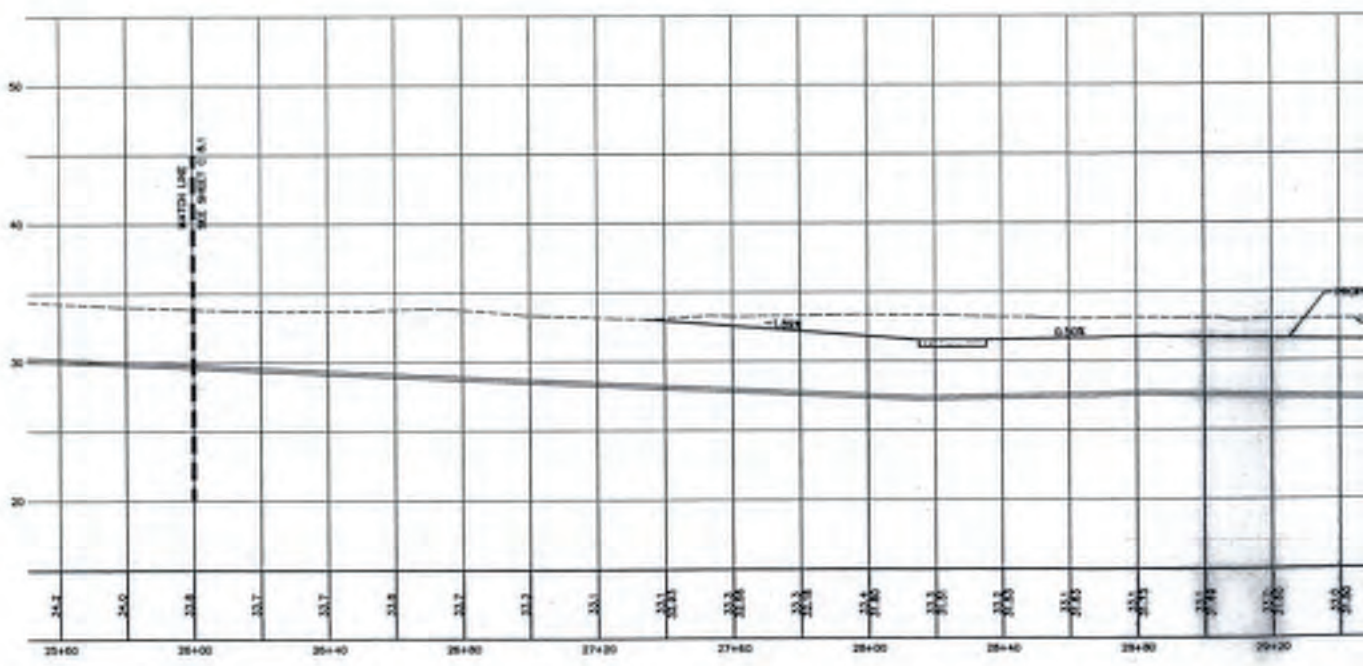
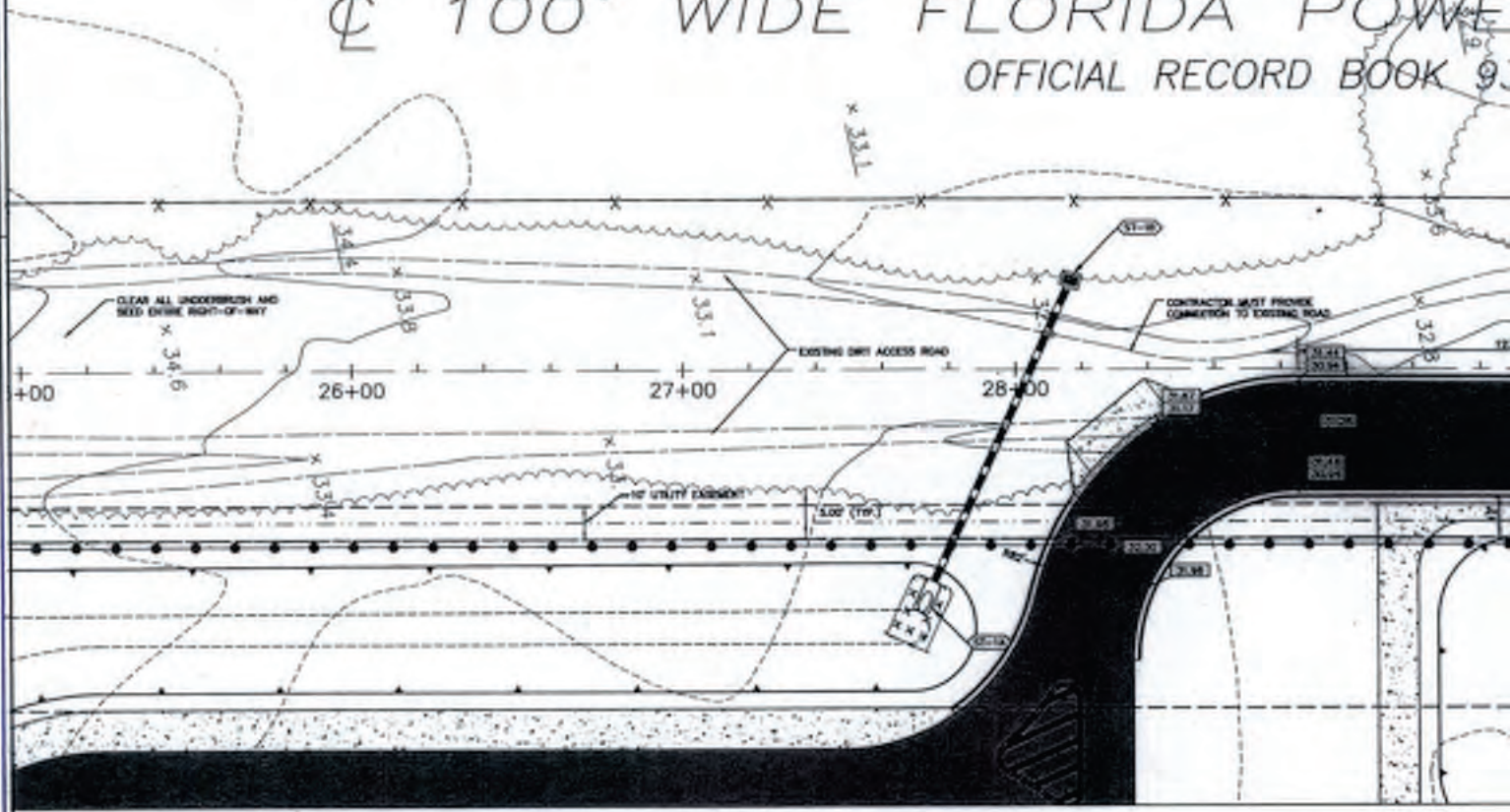
George F. Young, Inc.
ARCHITECTURE • INTERIOR DESIGN • PROGRAMMING • RENDERING • LANDSCAPE ARCHITECTURE • CIVIL ENGINEERING • SURVEYING • PHOTOGRAPHY • VIDEOGRAPHY
RESPONSIBLE OFFICE: 100 Air Street North
Gainesville, FL 32601-4217 Tel: (352) 333-8744

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

Drawn By	04043
Date	06/12/06
Scale	CH
Sheet	
Checked By	JOSHUA P. ...
Checked Date	JOSHUA P. ...

100' WIDE FLORIDA POWER

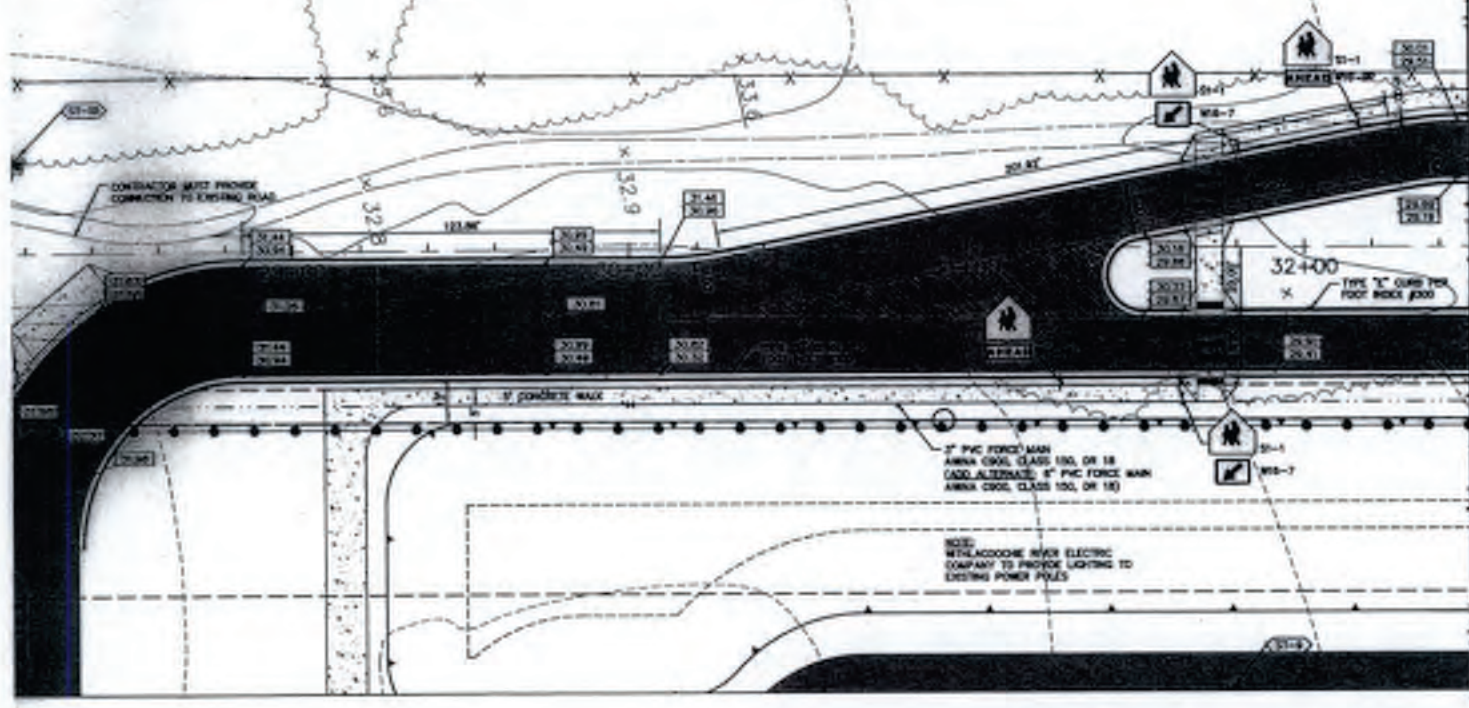
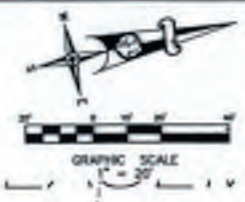
OFFICIAL RECORD BOOK 9



"EXHIBIT A"

RIDA POWER CORPORATION

UTILITY RECORD BOOK 933, PAGE 347 THRU 351



OFFICIAL RECORDS
BK: 2479 PG: 1114

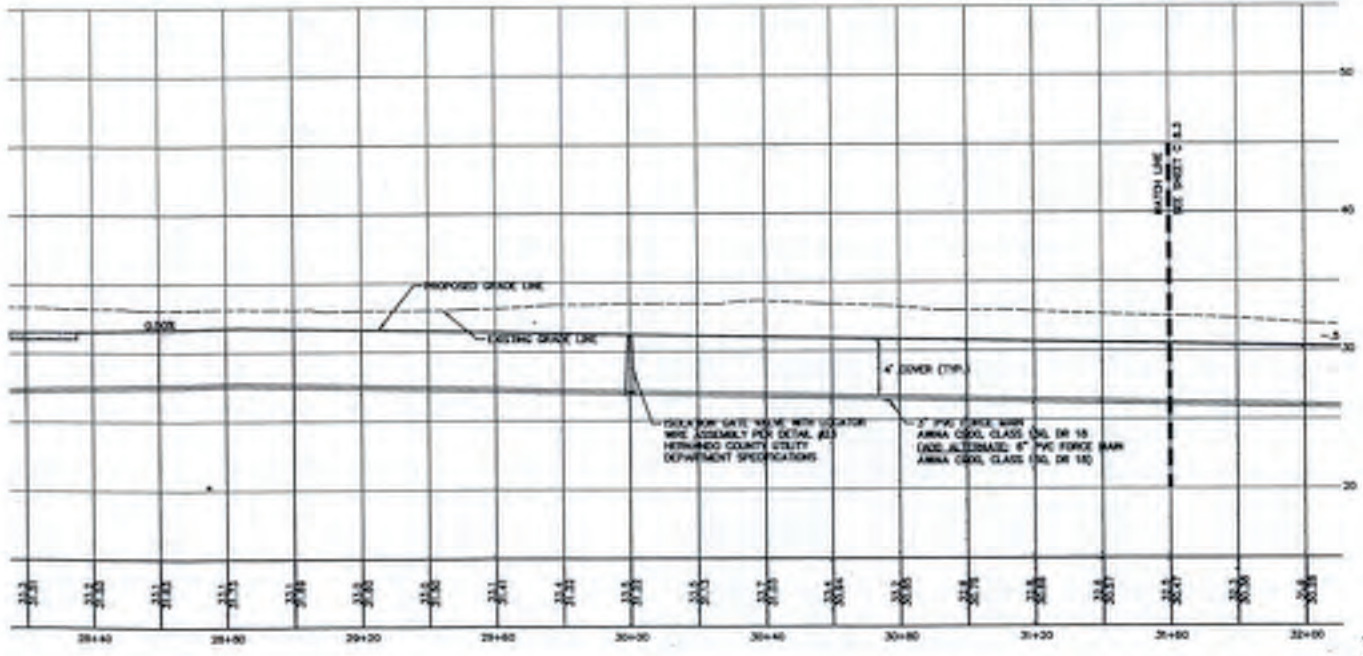


EXHIBIT A



SCALE:
HOR. 1" = 20'
VERT. 1" = 5'

PLAN AND PROFILE - 2

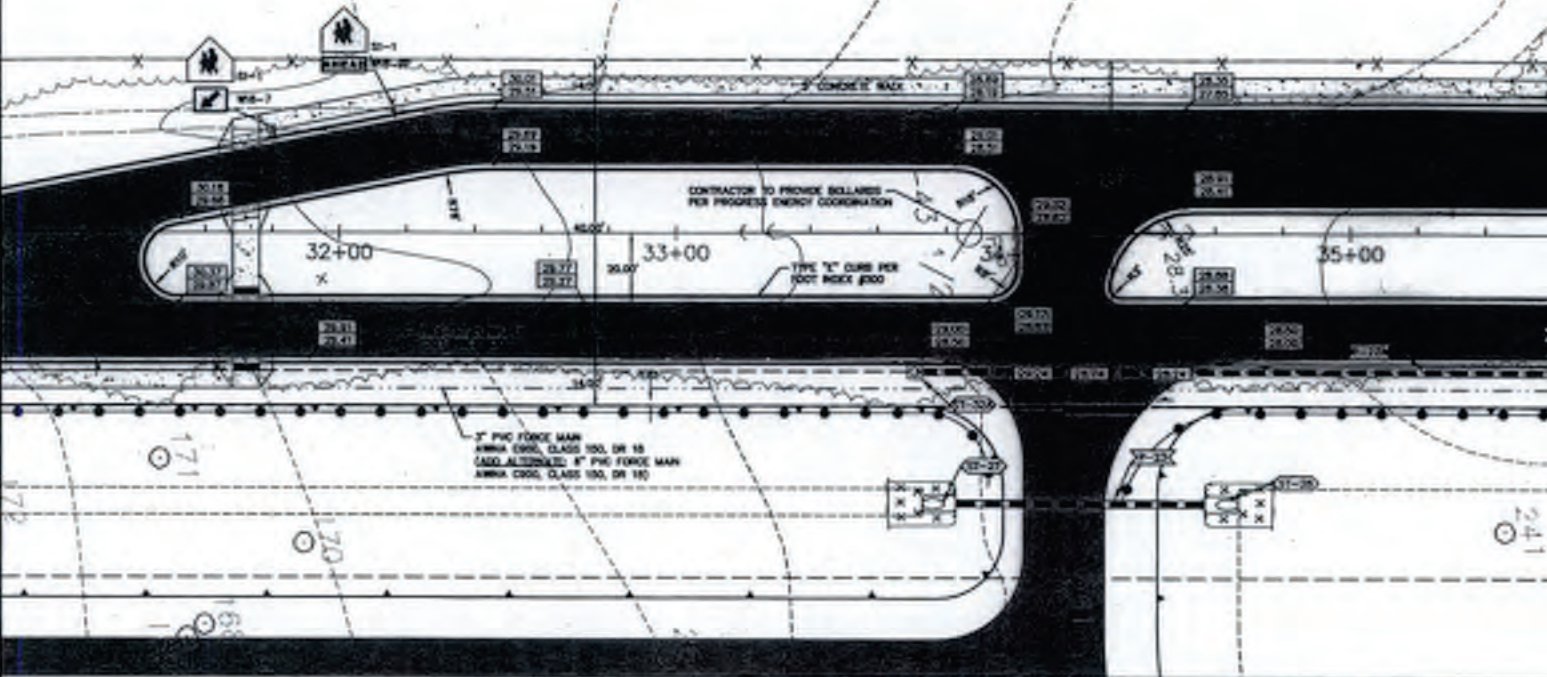
George F. Young, Inc.
 ARCHITECTURE • ENGINEERING • SURVEYING
 LANDSCAPE ARCHITECTURE • PLANNING • INTERIOR
 DESIGN • PHOTOGRAPHY • EXHIBIT DESIGN • SIGNAGE
 CONSULTING • VIDEO PRODUCTION
 RESPONSIBLE OFFICE: 1000 N. 11th Street, Suite 100
 Fort Lauderdale, FL 33304-1000
 PHONE: (954) 571-1000 FAX: (954) 571-1001

HARVARD • JOLLY

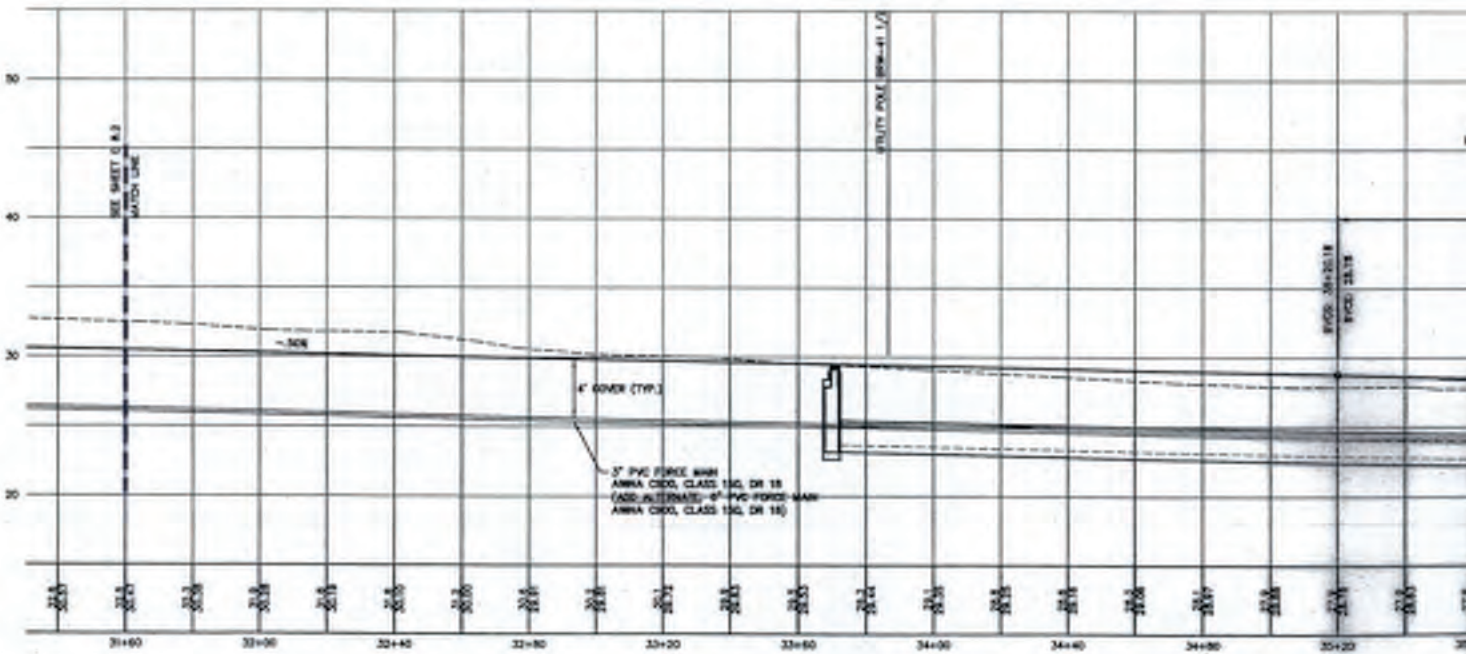
ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

Drawn by	D4845
Check by	06/12/20
Scale	1" = 20'
Project	100% CONSTRUCTION DOCUMENTS
Client	SCHOOL BOARD OF HERNANDO COUNTY
Address	1000 N. 11th Street, Suite 100, Fort Lauderdale, FL 33304
Phone	(954) 571-1000
Fax	(954) 571-1001
Website	www.gfy.com

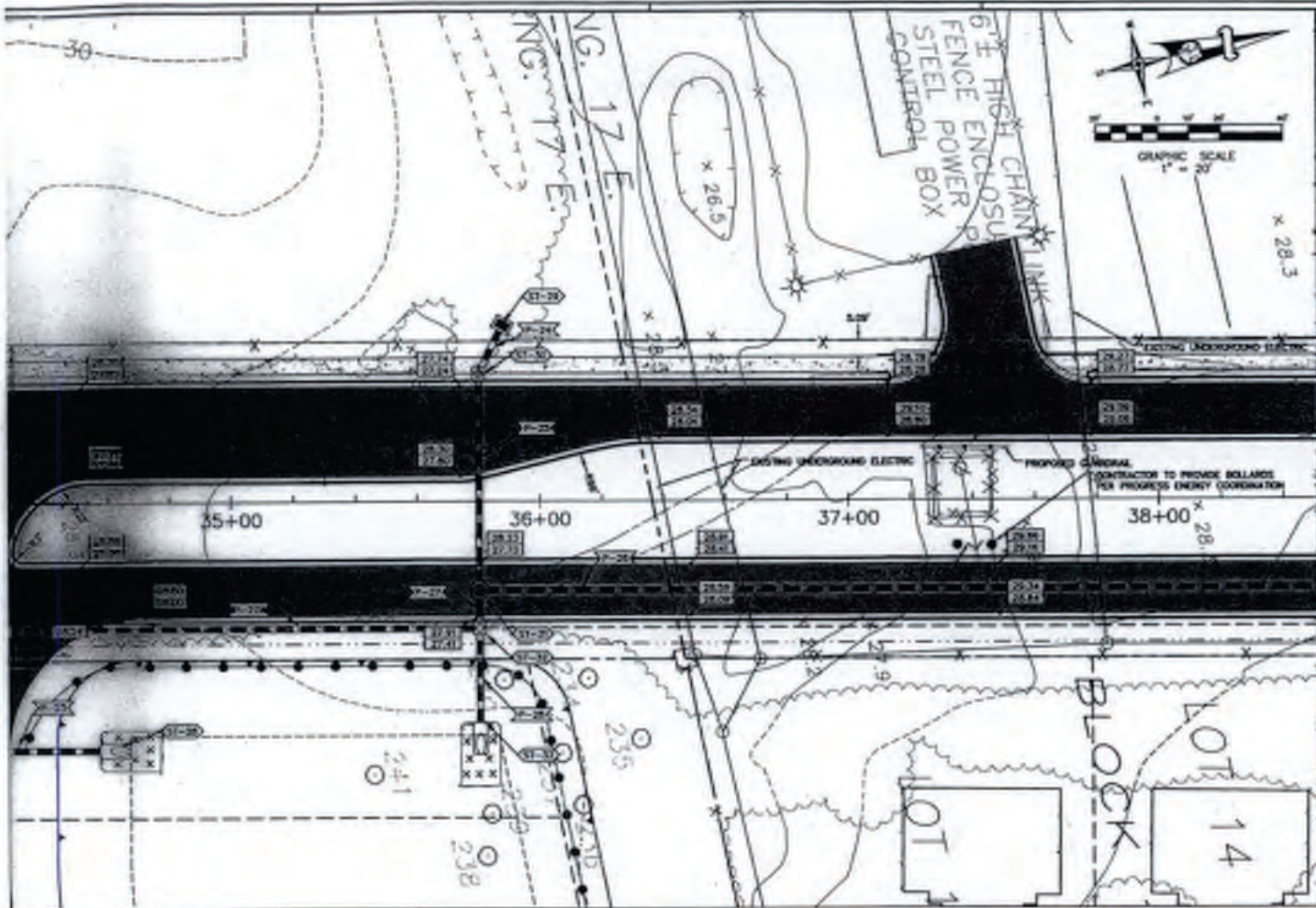
UTION EASEMENT



OFFICIAL RECORDS
BK: 2479 PG: 1115



"EXHIBIT A"



OFFICIAL RECORDS
BK: 2479 PG: 1116

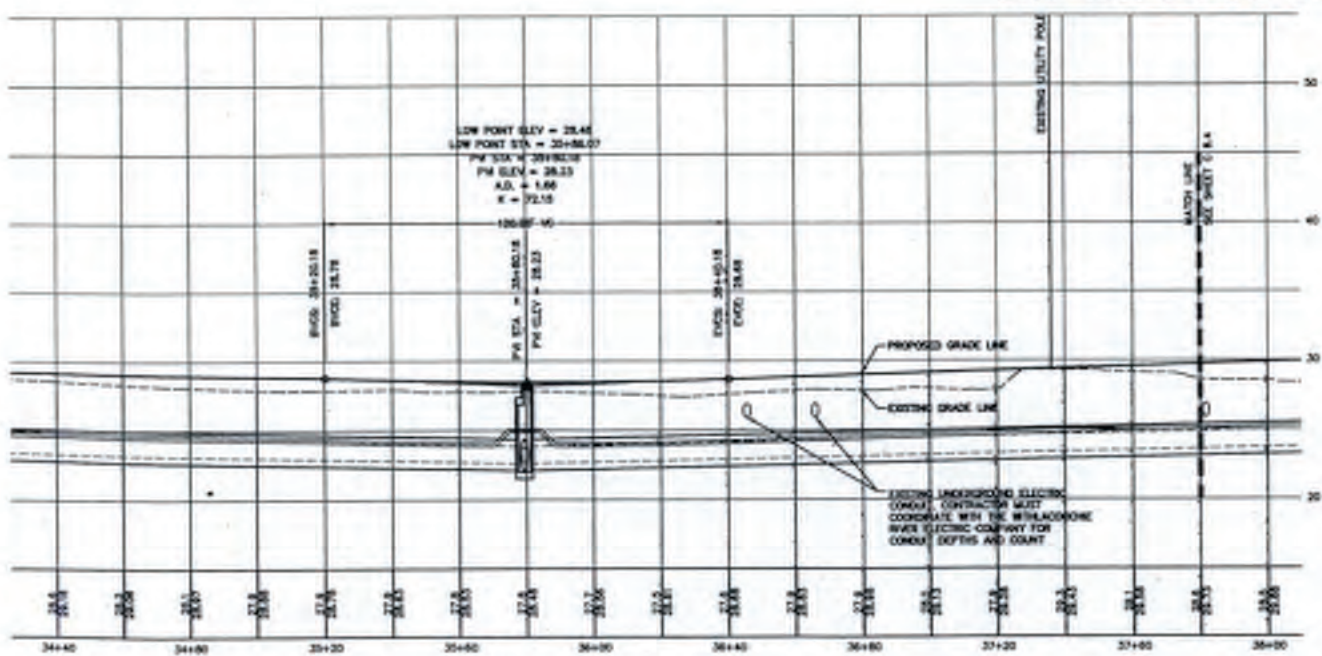
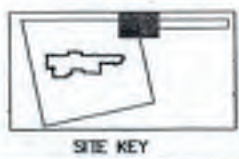


EXHIBIT A

PLAN AND PROFILE - 3



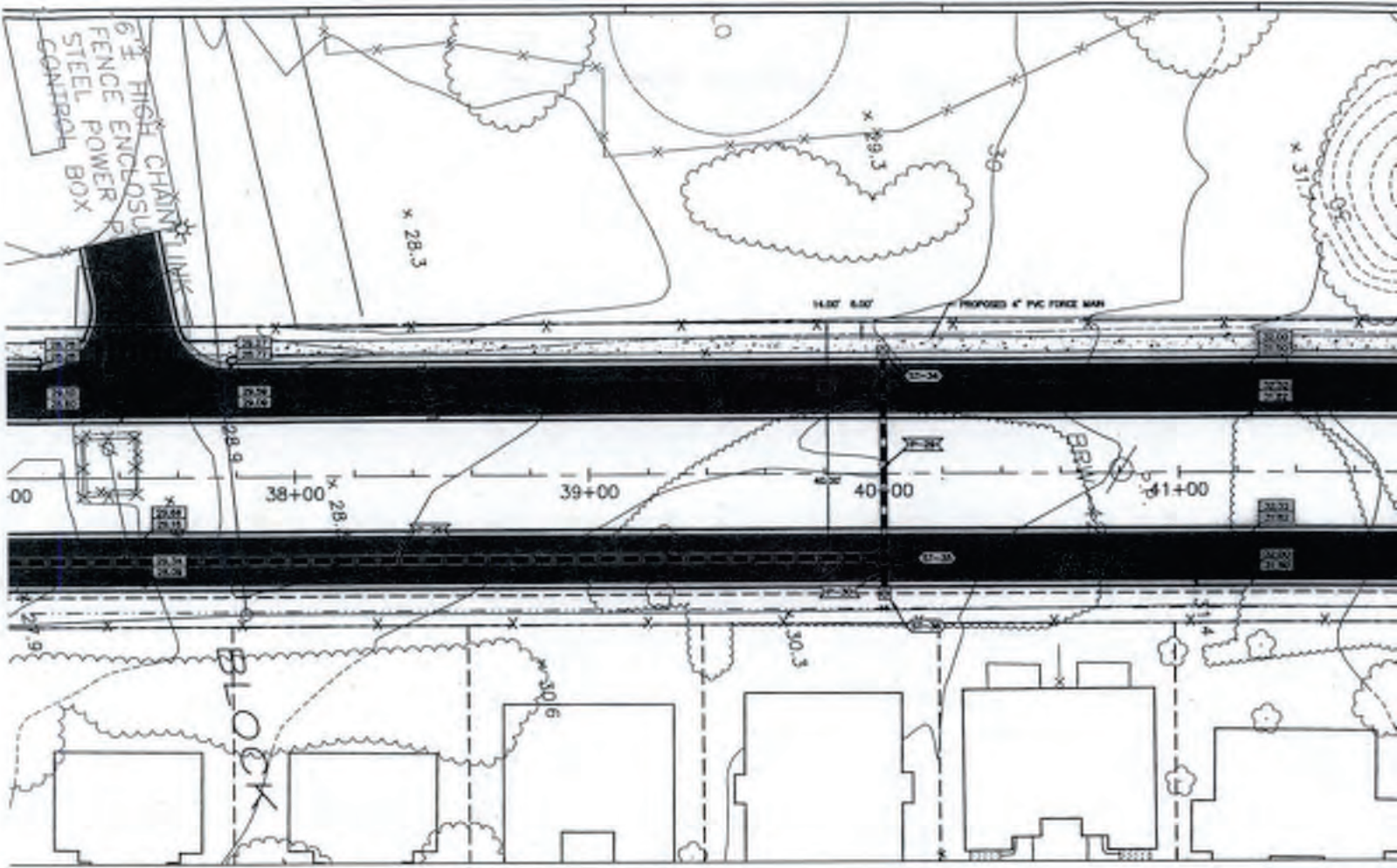
SCALE:
HOR. 1" = 20'
VERT. 1" = 5'

George F. Young, Inc.
INCORPORATED IN FLORIDA
LAND SURVEYING • ENGINEERING • ARCHITECTURE
LANDSCAPE ARCHITECTURE • PLANNING • INTERIOR DESIGN
101 W. WASHINGTON AVENUE, SUITE 200
TALLAHASSEE, FLORIDA 32301
TELEPHONE: (904) 833-1111 FAX: (904) 833-1112

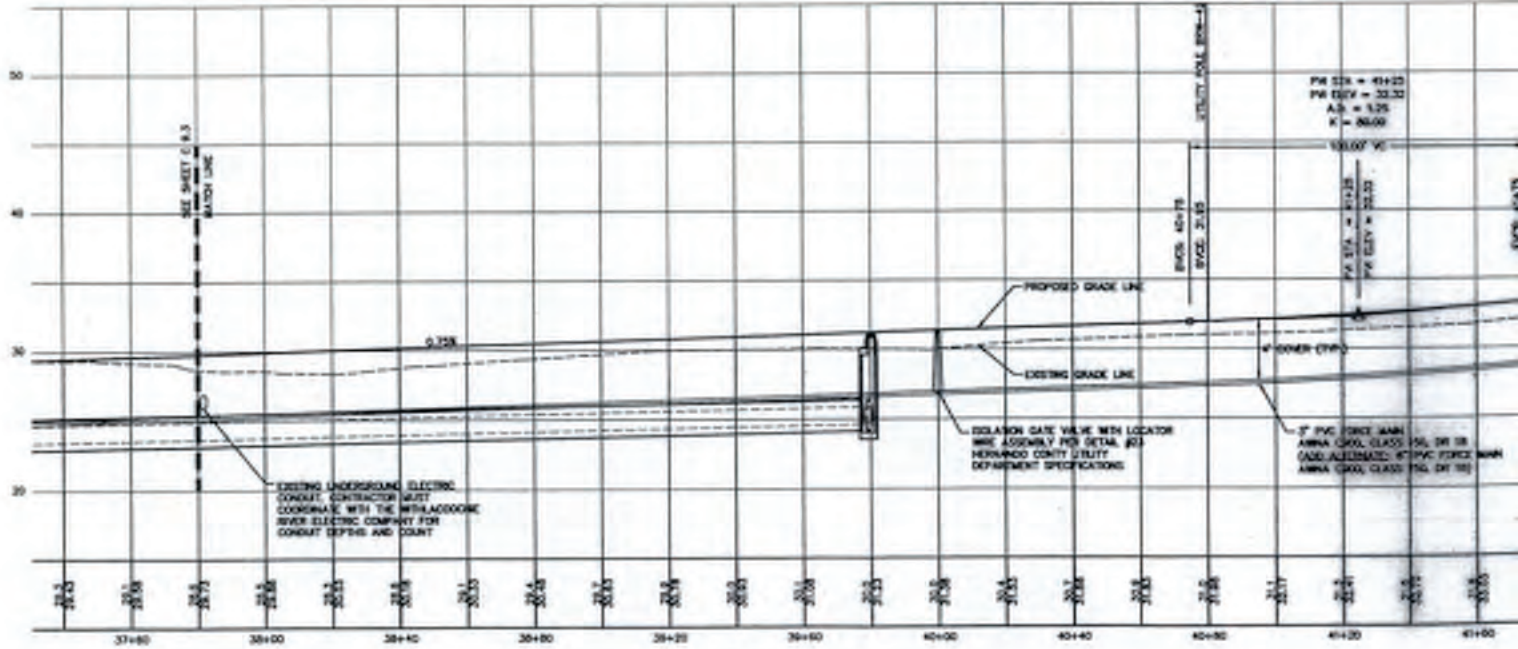
HARVARD • JOLLY

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

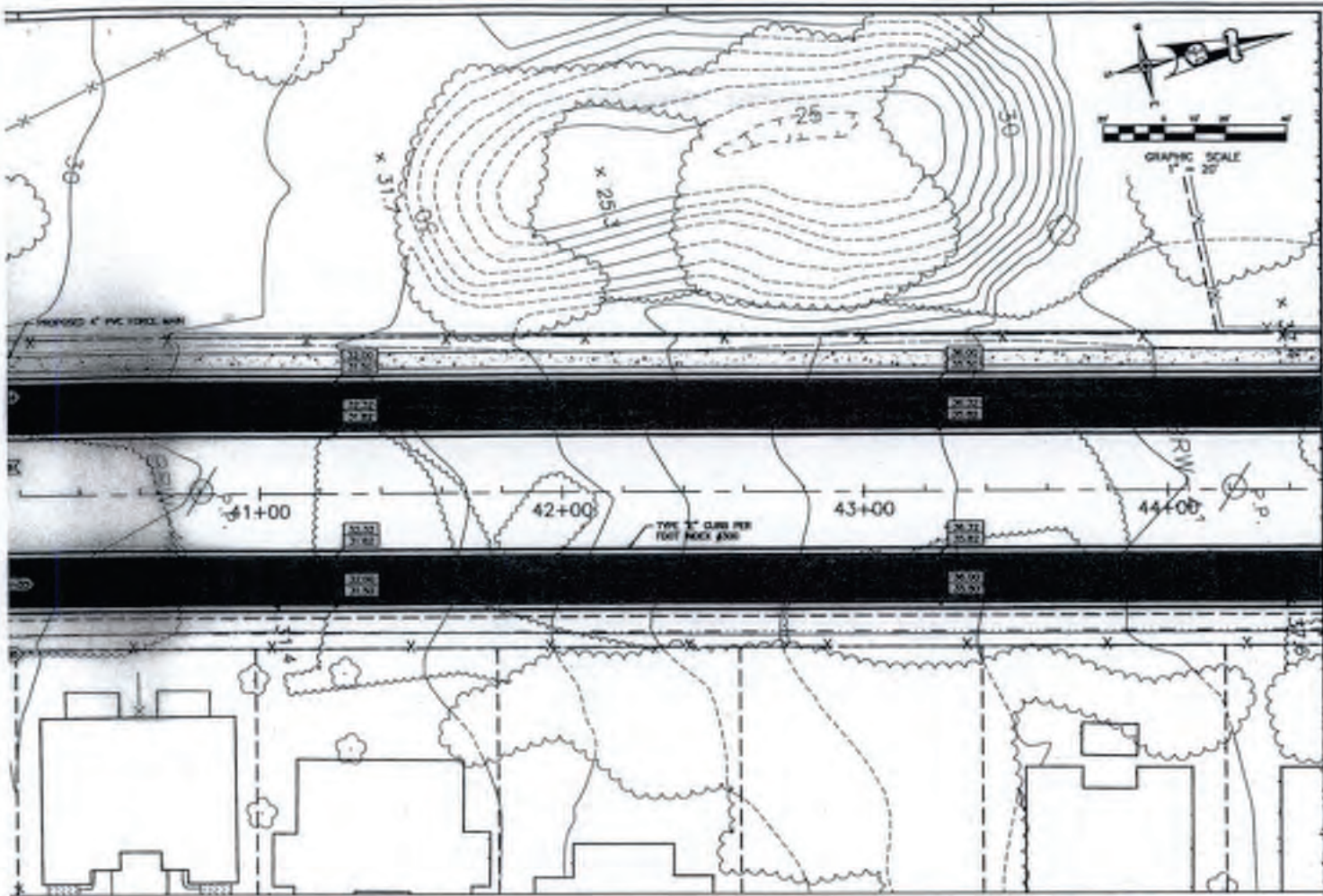
PROJECT NO.	04043
DATE	06/12/06
CLIENT	CH
DESIGNER	GEORGE F. YOUNG, INC.
SCALE	AS SHOWN



OFFICIAL RECORDS
BK: 2479 PG: 1117



"EXHIBIT A"



OFFICIAL RECORDS
BK: 2479 PG: 1118

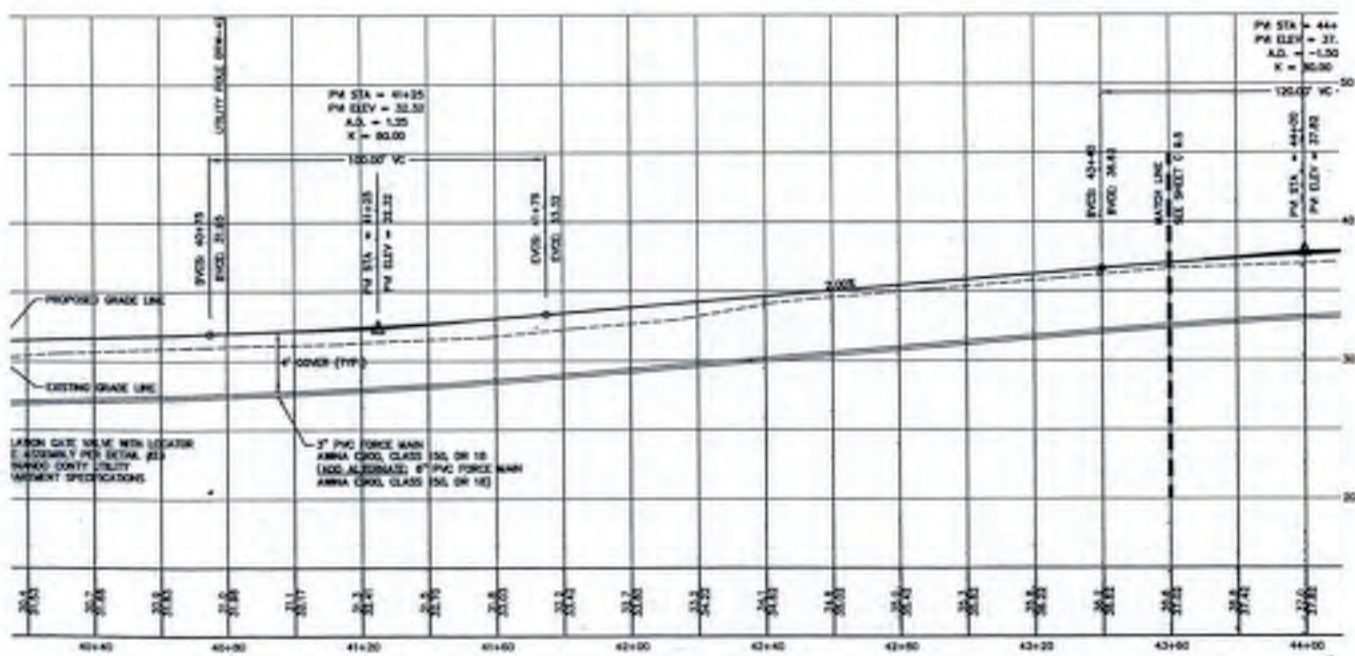


EXHIBIT 'A'

PLAN AND PROFILE - 4



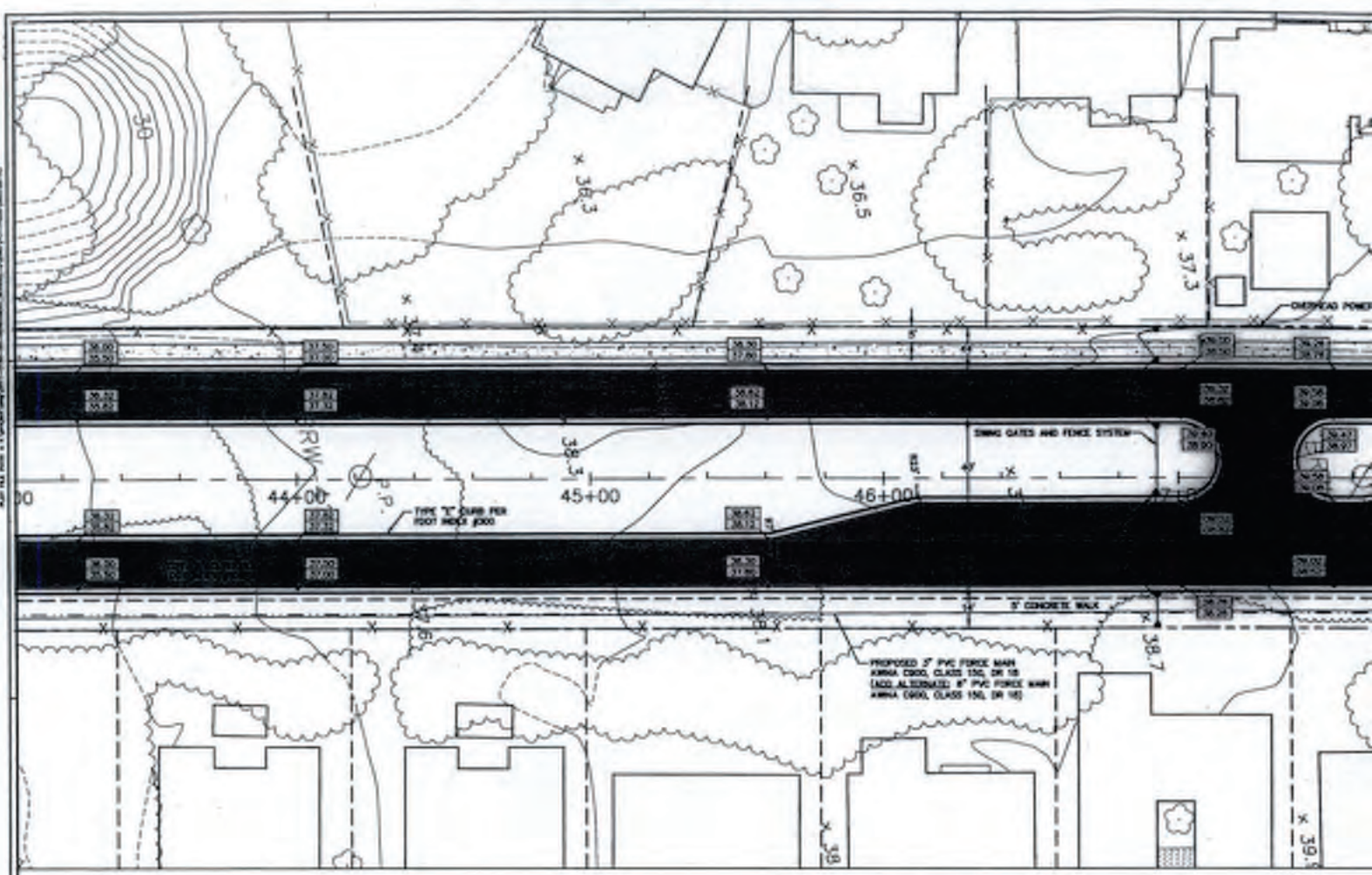
SCALE:
HOR. 1" = 20'
VERT. 1" = 5'

George F. Young, Inc.
 ARCHITECTS - ENGINEERS - SURVEYORS
 1000 W. 10th Street, Suite 1000
 Fort Lauderdale, Florida 33304
 Phone: (305) 461-1000
 Fax: (305) 461-1001

HARVARD • JOLLY

ELEMENTARY SCHOOL 'J'
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA

Drawn by: S4043
 Date: 06/12/74
 Scale: CH
 Checked by: S4043
 Date: 06/12/74



OFFICIAL RECORDS
BK: 2479 PG: 1119

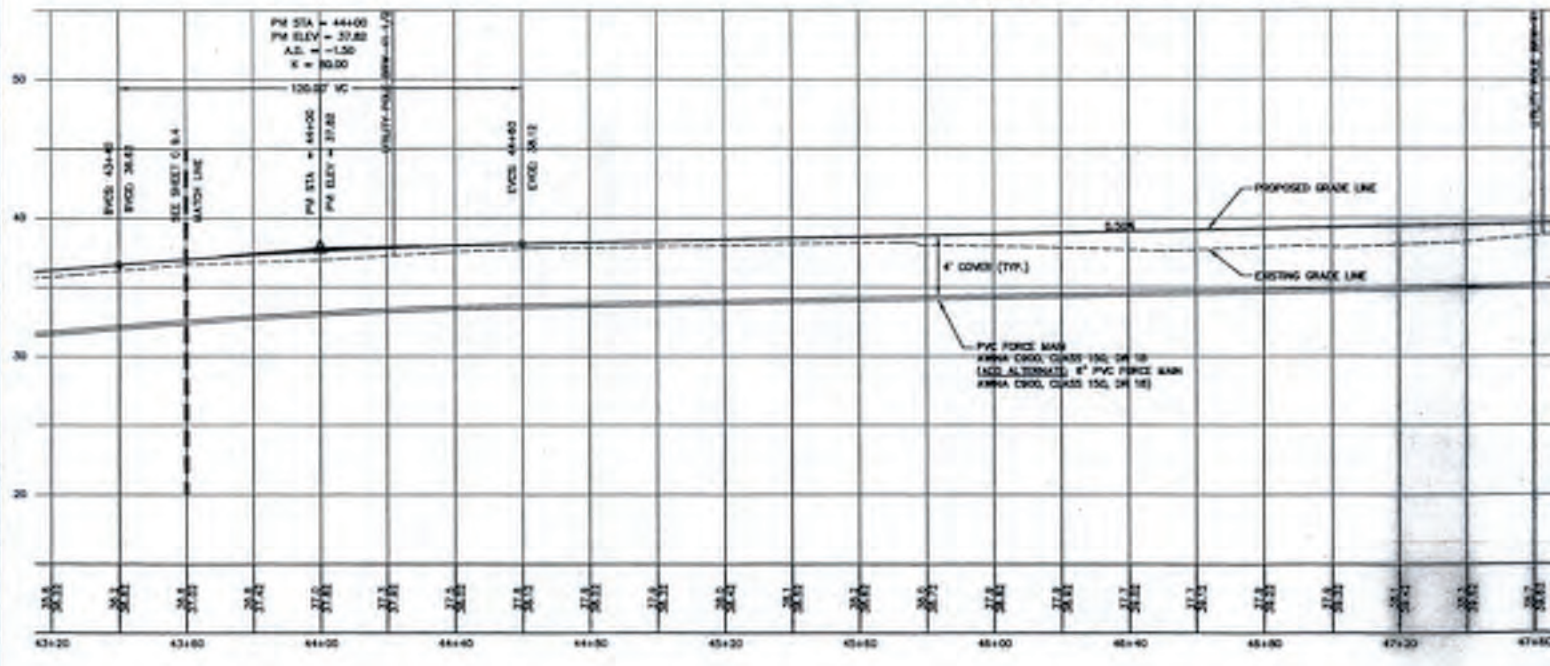
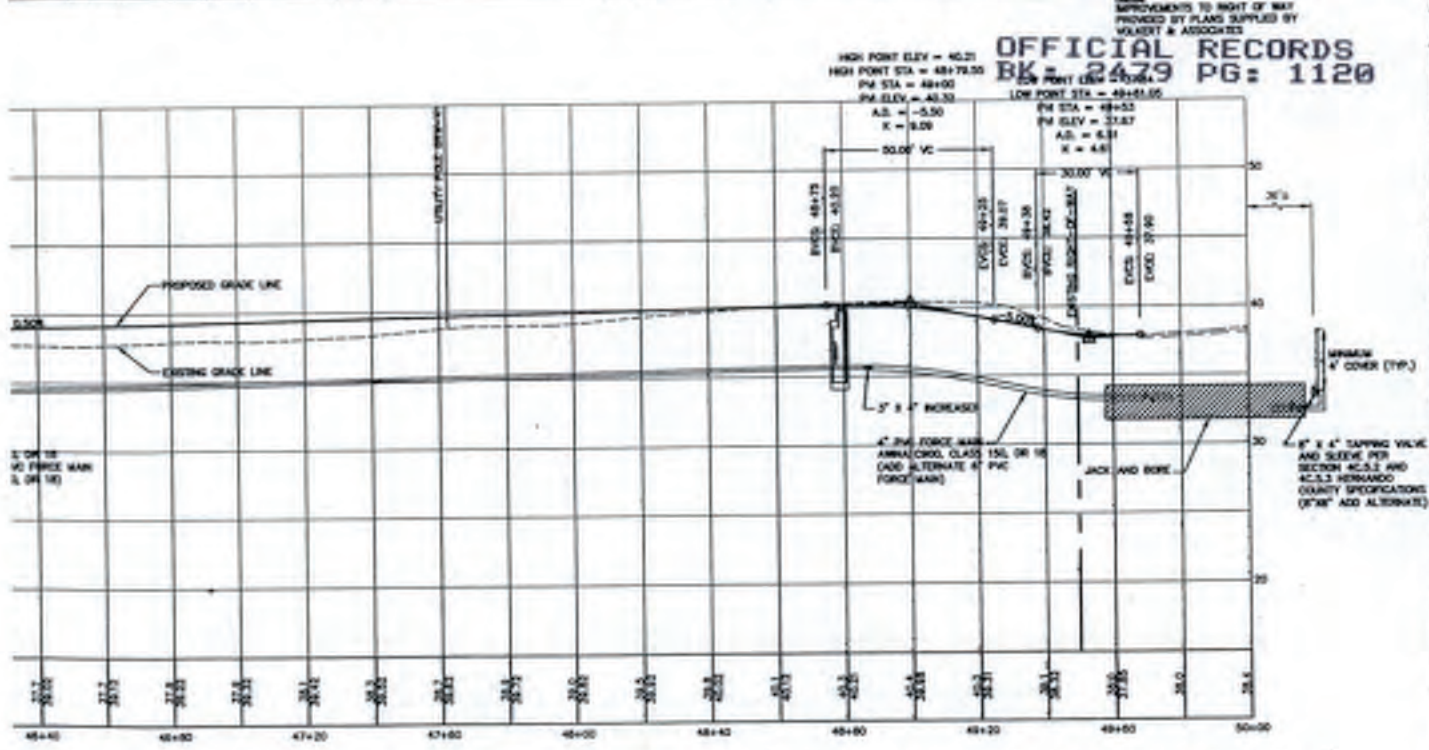
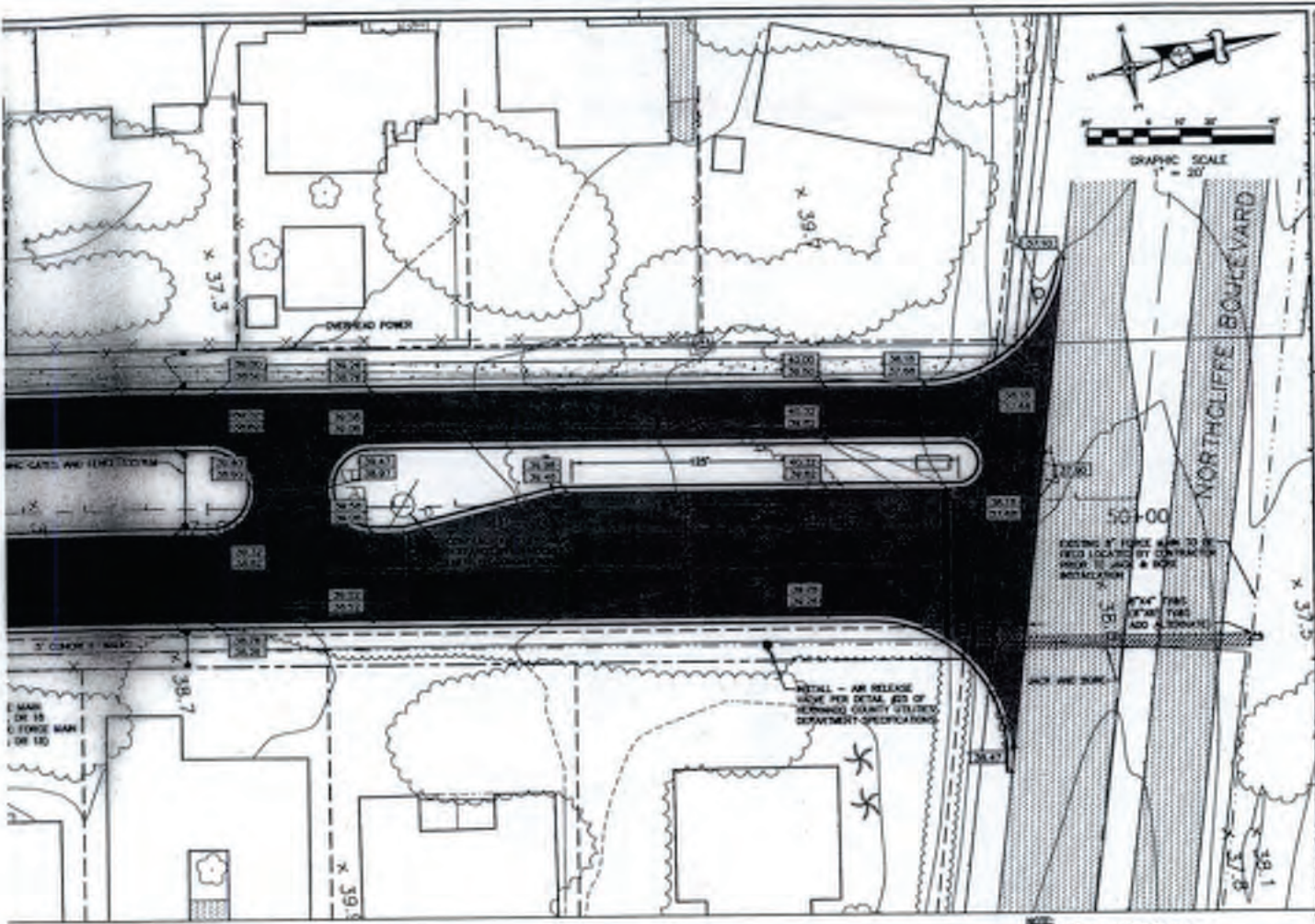


EXHIBIT "A"

EXHIBIT



"EXHIBIT A"

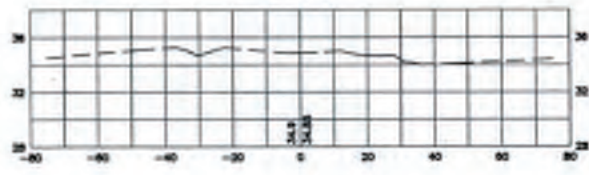


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VERT. 1" = 5'

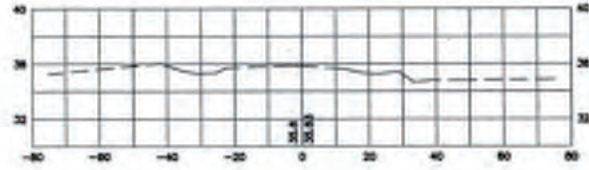
PLAN AND PROFILE - 5

George F. Young, Inc.
INCORPORATED IN FLORIDA
ARCHITECTURE • ENGINEERING • SURVEYING
LANDSCAPE ARCHITECTURE • PLUMBING • MECHANICAL
ELECTRICAL • PAVING • CONCRETE • ROADSIDE
SIGNS • TRAFFIC MARKING
SURVEYING • SITE PLAN DESIGN
10000 W. UNIVERSITY BLVD., SUITE 100
DADE COUNTY, FLORIDA 33148-4000
TEL: (305) 553-3377 FAX: (305) 553-3378

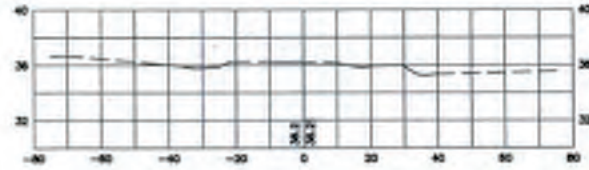
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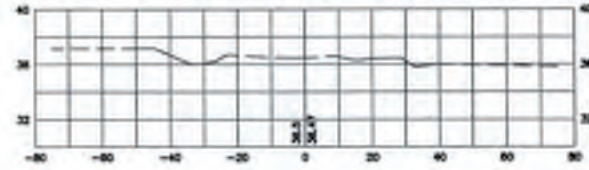
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24+00



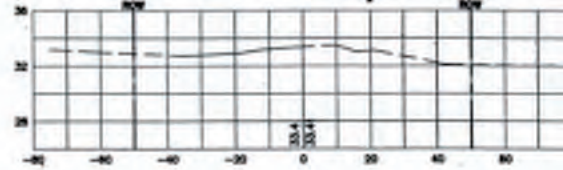
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23+10



28+00



27+50



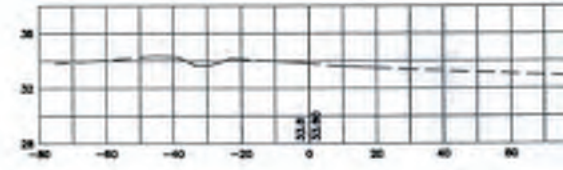
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26+50



26+00



25+50



EXHIBIT "A"

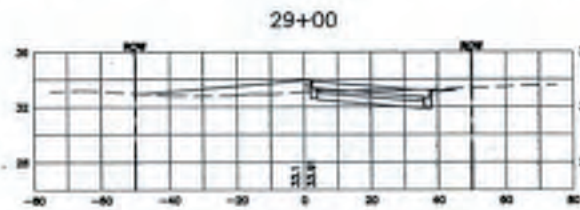
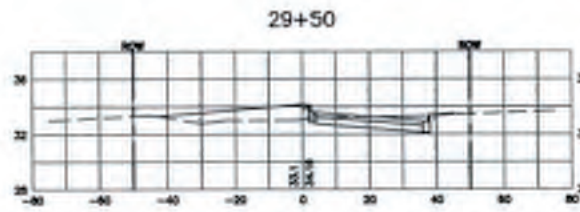
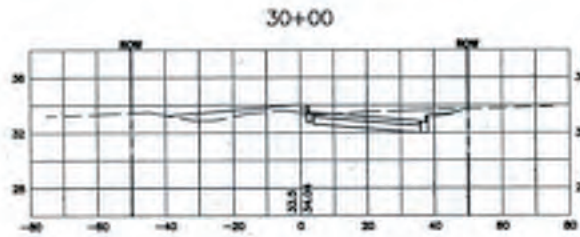
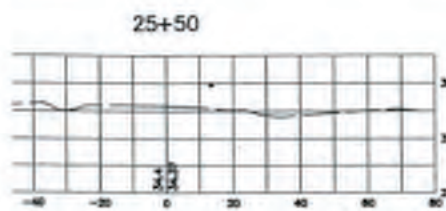
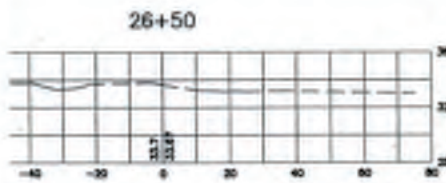
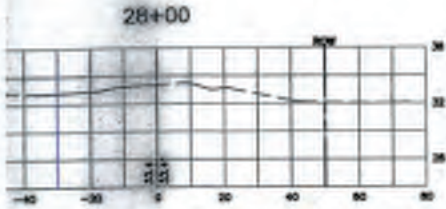


EXHIBIT "A"

CROSS SECTIONS - 1

SCALE:
HOR. 1" = 20'
VERT. 1" = 5'



George F. Young, Inc.
LICENSED ENGINEER IN
ARCHITECTURE • CIVIL ENGINEERING • SURVEYING
MECHANICAL ENGINEERING • PLUMBING • ROOFING
ELECTRICAL • PAINTS & RESTORATION • CONSTRUCTION
MANAGEMENT • SIGNAGE DESIGN
RESPONSIBLE OFFICE: 204 W. 1st Street, Suite 100
Tallahassee, FL 32301-1000
Tel: (904) 487-2277 Fax: (904) 487-2278

Sheet No. 04845
Date 06/30/06
Scale CH

A 3/4" x 11" ARCHITECTURAL

03/2006-04/2006-05/2006

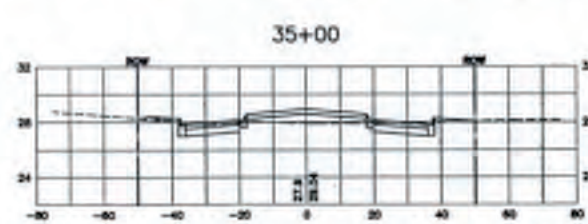
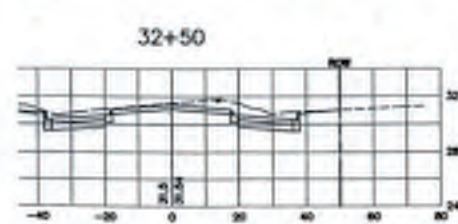
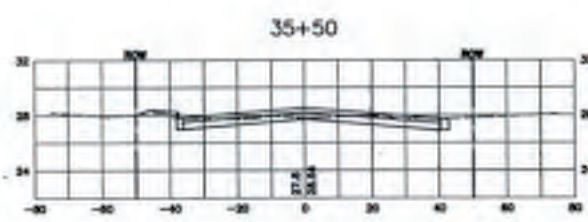
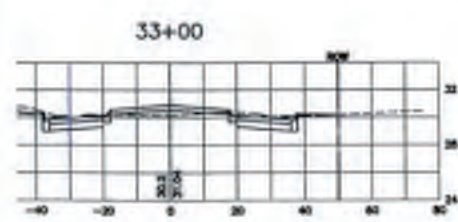
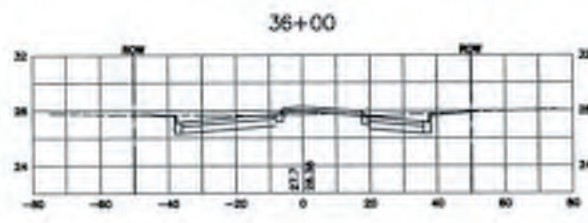
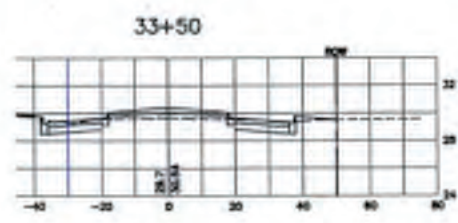
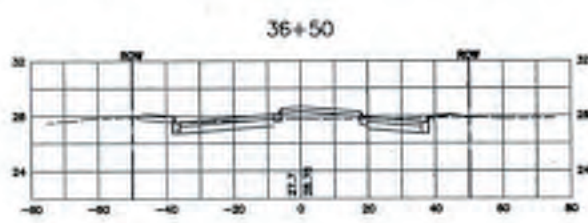
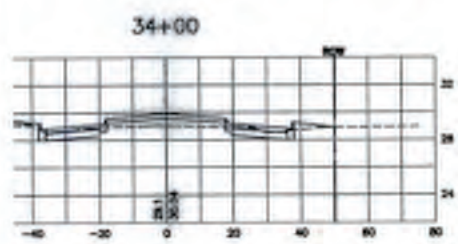
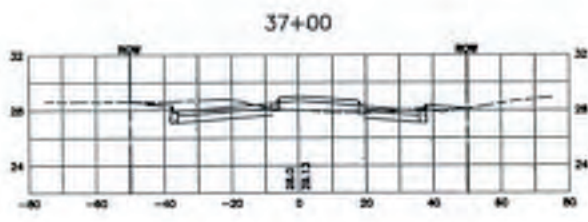
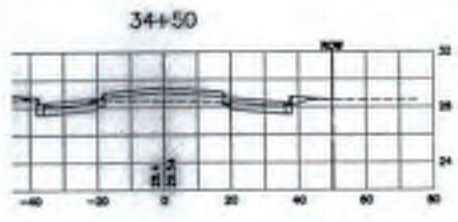


EXHIBIT "A"
CROSS SECTIONS - 2

SCALE:
HOR. 1" = 20'
VERT. 1" = 5'



George F. Young, Inc.
CORPORATE OFFICE: 10000 W. UNIVERSITY BLVD., SUITE 100, TAMPA, FL 33613
TELEPHONE: (813) 834-1111 FAX: (813) 834-1112
HONOLULU OFFICE: 1000 KALANOAUE BLVD., SUITE 100, HONOLULU, HI 96813
TELEPHONE: (808) 943-1111 FAX: (808) 943-1112

DATE: 04/15/00
BY: DJ
CHECKED: DJ
SCALE: AS SHOWN

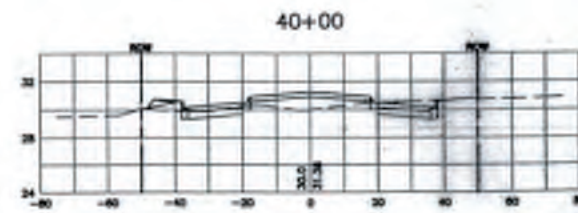
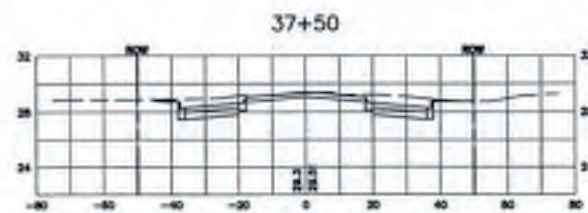
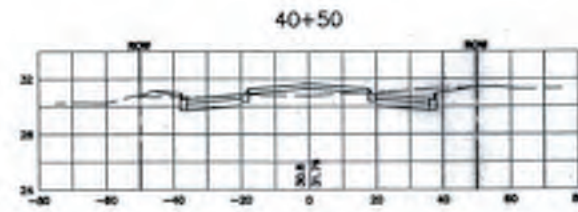
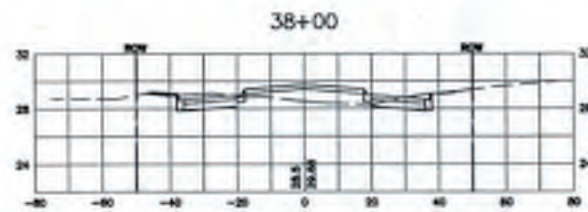
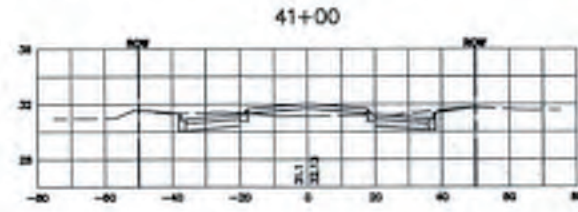
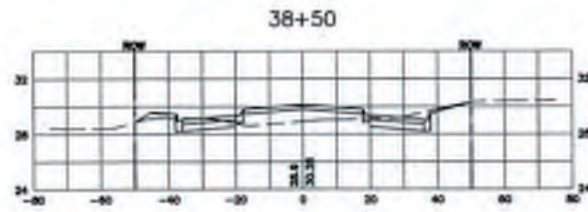
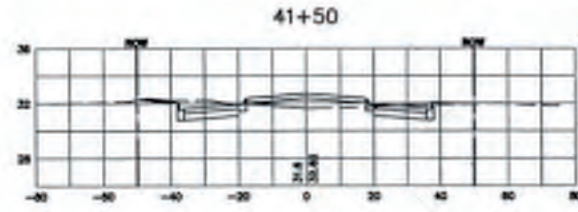
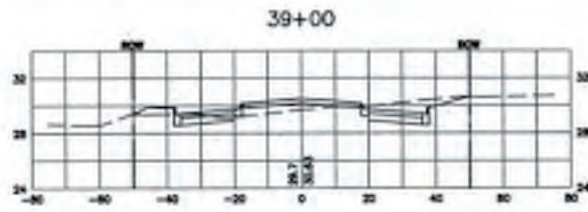
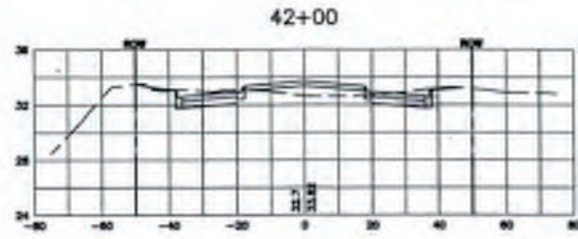
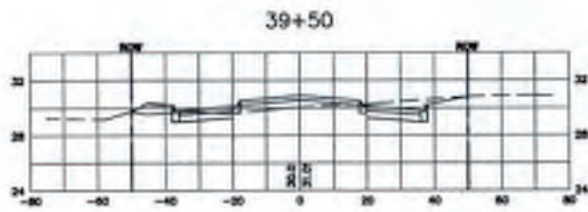


EXHIBIT "A"

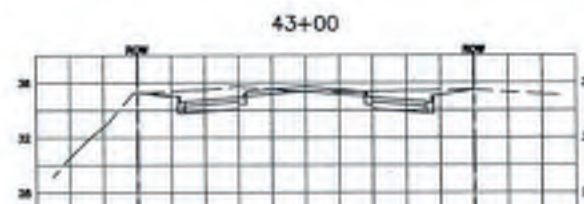
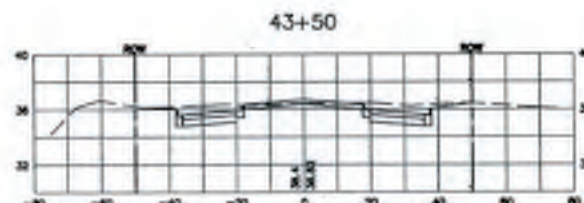
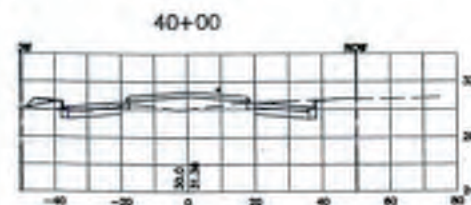
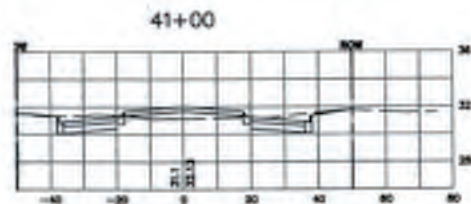
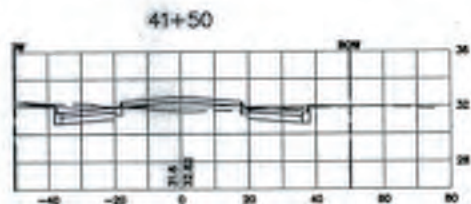
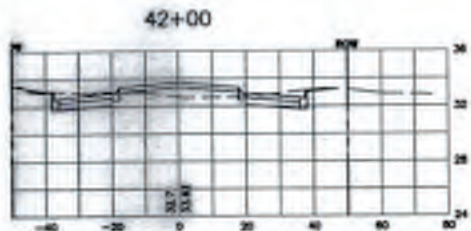


EXHIBIT "A"

CROSS SECTIONS - 3

SCALE:
HOR. 1" = 20'
VERT. 1" = 5'



George F. Young, Inc.
LICENSED ENGINEER IN
ARCHITECTURE & ENGINEERING
LANDSCAPE ARCHITECTURE & PLANNING & DESIGNING
AS: PLUMBING & GASFITTING & MECHANICAL
ELECTRICAL & HEATING PLUMBING
RESPONSIBLE OFFICE: 200 W. 10th Street
St. Petersburg, FL 33705-1000
Tel: (727) 462-1177 Fax: (727) 462-1174

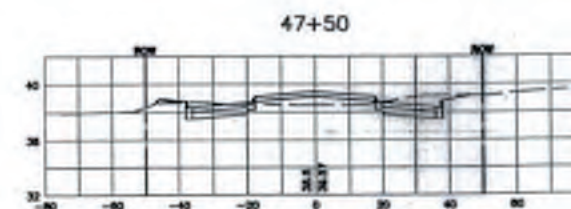
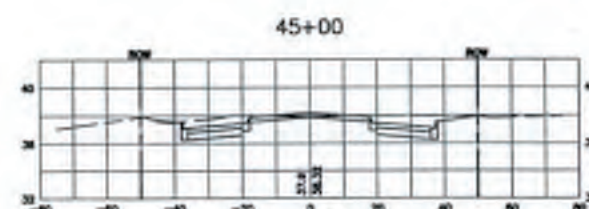
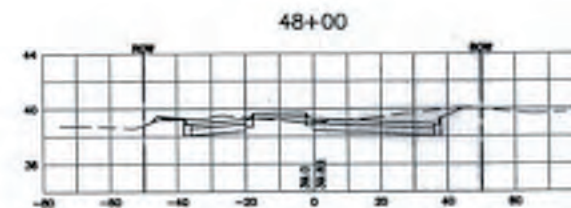
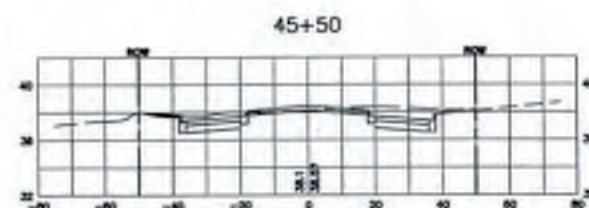
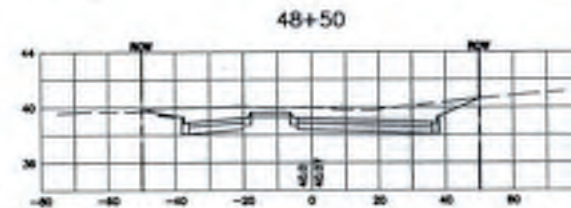
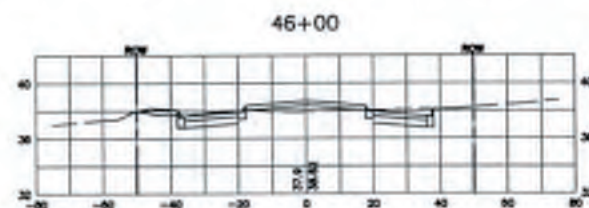
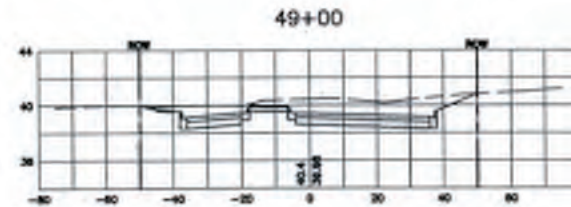
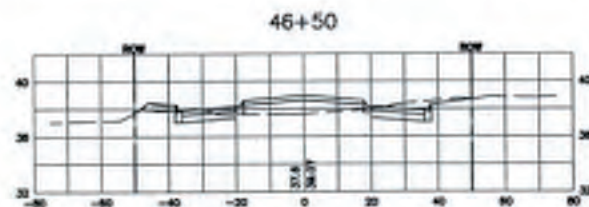
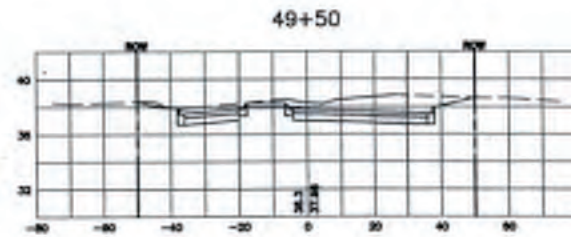
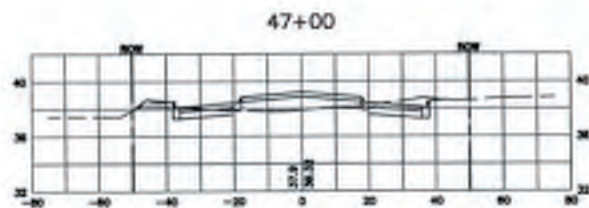
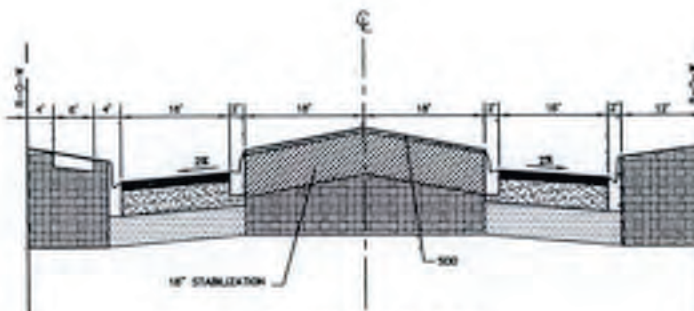
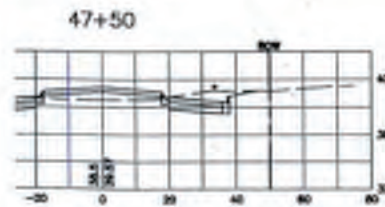
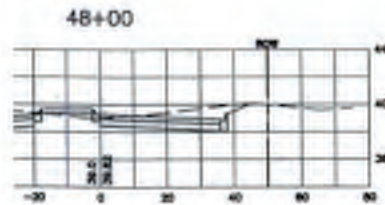
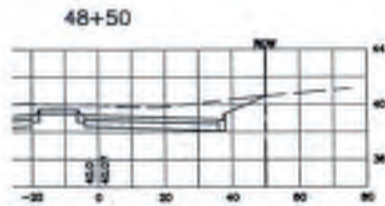
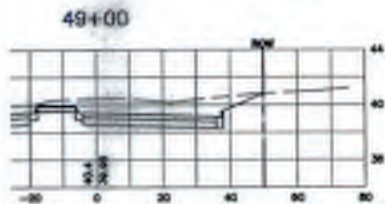
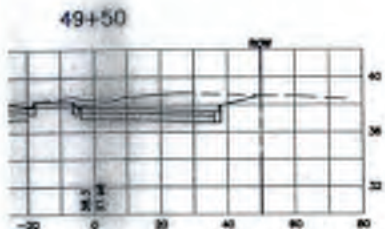


EXHIBIT "A"



TYPICAL ROADWAY SECTION
N.T.S.

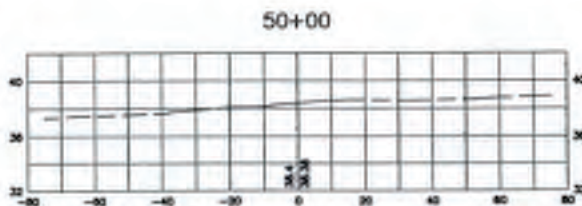


EXHIBIT "A"

CROSS SECTIONS - 4

SCALE:
HOR. 1" = 20'
VERT. 1" = 5'



George F. Young, Inc.

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E. DESIGN • ENVIRONMENTAL ENGINEERING
CONSTRUCTION MANAGEMENT • WATER POLLUTION
CONTROL • WASTE TREATMENT
WATER TREATMENT • WASTE WATER TREATMENT
E. DESIGN • ARCHITECTURE • SURVEYING
Tel: (702) 252-2277 Fax: (702) 402-2814

ELEMENTARY SCHOOL "J"
SCHOOL BOARD OF HERNANDO COUNTY
HERNANDO COUNTY, FLORIDA
100% CONSTRUCTION DOCUMENTS

Order No: 24545
Date: 06/22/06
Client: CH
A 06/26/06 09:00 AM P

© 2006 HARVARD JOLLY, INC.
C94

SPECIFIC REQUIREMENTS

for

Road Right of Way for Public school Access

1. That other than PEF's facilities and items shown on attached **Exhibit "A"**, no overhead wires, poles, light standards, dumpsters, signs, trees, buildings, structures, and obstacles shall be located, constructed or installed within PEF's right-of-way easement strip without PEF's prior written approval.
2. This area contains high voltage power lines. Extreme caution must be used when working within the Utilization Area.
3. That a clear, level and easily passable thirty-foot (30') wide maintenance road shall be provided with no shrubs or trees planted in maintenance roadway.
4. That APPLICANT acknowledges that PEF has not approved or permitted any conservation easements to be granted or dedicated within PEF's right-of-way easement strip and PEF shall not be bound by the dedication of any conservation easements within said right-of-way easement strip.
5. Prior to any work commencing in PEF's right-of-way easement strip, APPLICANT or APPLICANT's designee, shall attend an on site safety meeting with PEF's Environmental, Health and Safety Inspector, currently Kenneth W. Baker 863/678-4488. It shall be the APPLICANT's responsibility to coordinate with PEF's Environmental, Health and Safety Inspector and schedule the safety meeting. APPLICANT shall be obligated to perform any safety procedure or standard as determined by PEF's Inspector.
6. APPLICANT acknowledges that APPLICANT is planning on granting an easement to Hernando County ("County") for right-of-way purposes encumbering the same property encumbered by PEF's right-of-way easement. APPLICANT acknowledges and agrees that PEF's rights under PEF's right-of-way easement are prior in time to and superior to any rights granted to said County and that the County's rights under said easement shall be subordinate to PEF's rights under its easement. Nothing herein is or shall be deemed to constitute a consent or joinder by PEF to said easement to the County or a waiver of PEF's rights under PEF's right-of-way easement, which easement remains in full force and effect.
7. That all sidewalks, parking lots, driveways and roadways placed within PEF's right-of-way easement strip shall be designed to be driven over and constructed to Florida Department of Transportation Roadway Design Standards for vehicles weighing in excess of one-hundred (100) tons.

8. That Applicants signalization plans to be located within PEF's right of way easement strip shall not exceed seventeen (17) feet in height.
9. That no landscaping, other than drought resistant sod, shall be planted within PEF's right-of-way easement strip without PEF's prior written approval.
10. That any shrubbery planted by APPLICANT within PEF's right-of-way easement strip shall be of a variety not exceeding twelve feet (12') in height at maturity.
11. That PEF shall not be liable for damages to any landscaping resulting from operations necessary to maintain PEF's facilities.
12. Applicant agrees that no sprinkling system may be installed within PEF's right-of-way easement strip.
13. That any and all piping and/or culverts (cables) installed by APPLICANT within PEF's right-of-way easement strip shall have sufficient earth cover to prevent breakage due to the operation of PEF's vehicles and heavy equipment within PEF's right-of-way easement strip.
14. That no below ground grade drainage or facilities shall be installed by APPLICANT within PEF's right-of-way easement strip without PEF's prior written approval.
15. That APPLICANT agrees to furnish, install and maintain permanent markers showing the location of the underground facilities within PEF's right-of-way easement strip. Said markers shall be the APPLICANT's responsibility.
16. That APPLICANT agrees that no refueling operations take place within PEF's right-of-way easement strip.
17. That no parking or storage shall occur within fifty feet (50') of PEF's structures.
18. That all parked vehicles within PEF's right-of-way easement strip shall be motor vehicles of an operative and transient nature; mobile homes, office trailers or carriers of explosive materials are prohibited.
19. That APPLICANT shall not install cathodic protective devices without first notifying PEF's Material Technology Engineer (currently Alvan L. Hite 352/563-4552 or corporate telephone 800/700-8744).



Progress Energy

Licensed Encroachment Documentation Transmittal

ETS #: 20060474

Applicant: Hernando County school Board

Date Rec'd: 2/14/2006

Date Resolved: 1/19/2007

Encroachment Doc. Type: Encroachment Agreement

Line Code and Structure #: BWR 41 1/2 to BWR 44

Parcel Id Number (PIN#): R12 423 17 0000 0010 0020

Grantor(s) of Original Easement/Deed: Hernasco Corp. / A.B. Taylor (EASEMENT)

Recording Data (Book/Page): DB 97 PG 418 & DB 97 PG 423

Sec/Twp/Rge/County: S 12 - 23S- 17 E; Hernando

Short Legal Description to go into REIS (by Quadrant or Lot/Blk): E 1/2 of SE 1/4

Additional documents: 18 Pages following Agreement

Special instructions: Please Record with the County of Hernando

Encroachment Agent's Name: John E. Miller

Phone Number: 8-220-3250



FLORIDA DEPARTMENT OF REVENUE RETURN FOR TRANSFERS OF INTEREST IN REAL PROPERTY (PLEASE READ INSTRUCTIONS BEFORE COMPLETING)



FDOR10240300
DR-219
R. 07/98

Use black ink. Enter numbers as shown below. If typing, enter numbers as shown below.

- Parcel Identification Number (If Parcel ID not available please call County Property Appraiser's Office) →
- Mark (x) all that apply:
 - Multi-parcel transaction? →
 - Transaction is a split or cutout from another parcel? →
 - Property was improved with building(s) at time of sale/transfer? →

3. Grantor (Seller): **Florida Power Corporation dba Progress Energy Florida Inc**

Last: **3300 Exchange Pl., NP3A** First: **Lake Mary** MI: **FL** Corporate Name (if applicable): **34601 (4079429517)**
 Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone No.: _____

4. Grantee (Buyer): **Hernando County School Board**

Last: **8016 Mobley Road** First: **Brooksville** MI: **FL** Corporate Name (if applicable): **34601 (3527977050)**
 Mailing Address: _____ City: _____ State: _____ Zip Code: _____ Phone No.: _____

5. Date of Sale/Transfer: **11 / 20 / 2006** Sale/Transfer Price: \$ **000000.00** Property Located In: **Pinellas Hernando**

(Round to the nearest dollar.)

6. Type of Document: Contract/Agreement for Deed Other 7. Are any mortgages on the property? If "Yes", YES / NO
 Warranty Deed Quit Claim Deed outstanding mortgage balance: \$ **000000.00**
 (Round to the nearest dollar.)

8. To the best of your knowledge, were there unusual circumstances or conditions to the sale/transfer such as: Forced sale by court order? Foreclosure pending? Distress Sale? Title defects? Corrective Deed? Mineral rights? Sale of a partial or undivided interest? Related to seller by blood or marriage. YES / NO

9. Was the sale/transfer financed? YES / NO If "Yes", please indicate type or types of financing:

Conventional Seller Provided Agreement or Contract for Deed Other

10. Property Type: Residential Commercial Industrial Agricultural Institutional/Miscellaneous Government Vacant Acreage Timeshare

11. To the best of your knowledge, was personal property included in the sale/transfer? If "Yes", please state the amount attributable to the personal property. (Round to the nearest dollar.) YES / NO \$ **000000.00**

12. Amount of Documentary Stamp Tax: \$ **70**

13. If no tax is due in number 12, is deed exempt from Documentary Stamp Tax under s. 201.02(6), Florida Statutes? YES / NO

Under penalties of perjury, I declare that I have read the foregoing return and that the facts stated in it are true. If prepared by someone other than the taxpayer, his/her declaration is based on all information of which he/she has any knowledge.

Signature of Grantor or Grantee or Agent: Date: **8/1/07**

WARNING: FAILURE TO FILE THIS RETURN OR ALTERNATIVE FORM APPROVED BY THE DEPARTMENT OF REVENUE SHALL RESULT IN A PENALTY OF \$25.00 IN ADDITION TO ANY OTHER PENALTY IMPOSED BY THE REVENUE LAWS OF FLORIDA.

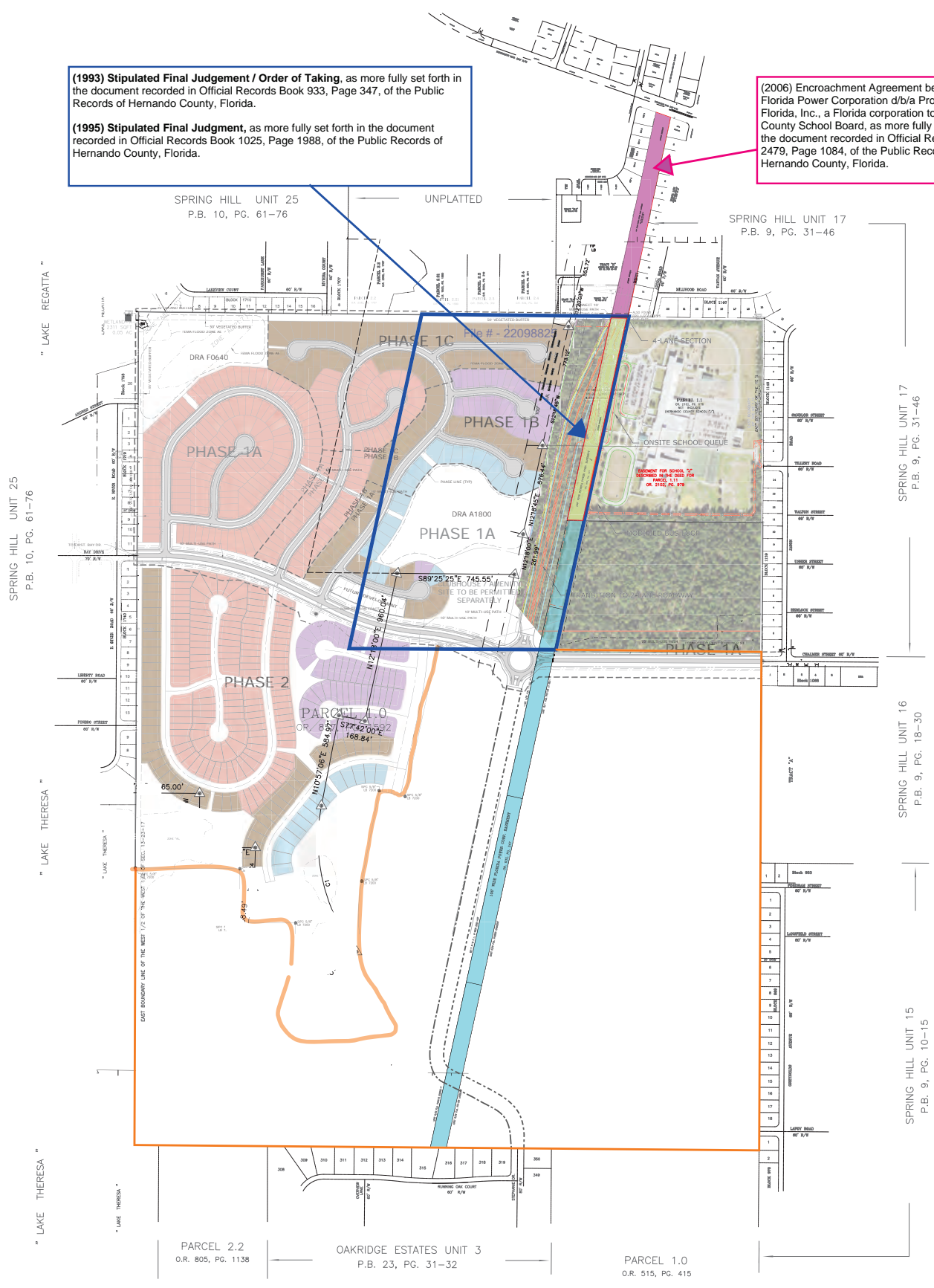
To be completed by the Clerk of the Circuit Court's Office	Clerks Date Stamp
<p style="text-align: center;">This copy to Property Appraiser</p> <p>O. R. Book <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p>and Page Number <input type="text" value=""/> <input type="text" value=""/></p> <p>and File Number <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p>Date Recorded <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> / <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p style="text-align: center;"><small>Month Day Year</small></p>	

This copy to Property Appraiser

(1993) Stipulated Final Judgement / Order of Taking, as more fully set forth in the document recorded in Official Records Book 933, Page 347, of the Public Records of Hernando County, Florida.

(1995) Stipulated Final Judgment, as more fully set forth in the document recorded in Official Records Book 1025, Page 1988, of the Public Records of Hernando County, Florida.

(2006) Encroachment Agreement between Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida corporation to Hernando County School Board, as more fully set forth in the document recorded in Official Records Book 2479, Page 1084, of the Public Records of Hernando County, Florida.



SPRING HILL UNIT 25
P.B. 10, PG. 61-76

" LAKE RECATA "

" LAKE THERESA "

" LAKE THERESA "

SPRING HILL UNIT 25
P.B. 10, PG. 61-76

UNPLATTED

SPRING HILL UNIT 17
P.B. 9, PG. 31-46

SPRING HILL UNIT 17
P.B. 9, PG. 31-46

SPRING HILL UNIT 16
P.B. 9, PG. 18-30

SPRING HILL UNIT 15
P.B. 9, PG. 10-15

PARCEL 2.2
O.R. 805, PG. 1138

OAKRIDGE ESTATES UNIT 3
P.B. 23, PG. 31-32

PARCEL 1.0
O.R. 515, PG. 415

Instr #2022029832 BK: 4158 PG: 660, Filed & Recorded: 4/20/2022 2:14 PM CVW Deputy Clk, #Pgs:15
Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL Rec Fees: \$129.00
NOTE: SOME ENTRIES ARE OF POOR QUALITY AND MAY NOT BE LEGIBLE.

Prepared by and return to:

Meridian Partners Law P.A.
Attn: Bryan W. Sykes, Esq.
4923 West Cypress Street
Tampa, FL 33607

SPACE ABOVE RESERVED FOR CLERK

FIRST AMENDMENT TO ACCESS AGREEMENT

This **FIRST AMENDMENT TO ACCESS AGREEMENT** (the "Amendment") is made and entered into this 12th day of April 2022 (the "Effective Date"), by and between the **HERNANDO COUNTY SCHOOL BOARD**, a body corporate and politic (herein, the "School Board"), **ACTS 88, LLC**, a Florida limited liability company (herein, "Acts 88") and **SOMERSET LAND LLC**, a Florida limited liability company ("Somerset"), the foregoing sometimes being individually referred to herein as a "Party" or collectively as the "Parties".

BACKGROUND FACTS:

A. Mark 425, Ltd., a Florida limited partnership ("Mark 425") and the School Board are parties to that certain *Access Agreement* dated the 19th day of May, 2015 and recorded in Official Records Book 3231, page 649 of the Public Records of Hernando County, Florida (the "Access Agreement").

B. The Access Agreement provides for certain access rights in favor of Mark 425 for the benefit of certain real property then owned by Mark 425 (therein defined as the "Project"), which were and are presently located adjacent to and contiguous with certain real property then and now owned by the School Board (therein identified as "Explorer").

C. Mark 425 subsequently conveyed the entirety of its interest in and to the Project to Luke 1248, Ltd., a Florida limited liability company ("Luke 1248") by virtue of that *Warranty Deed* recorded on June 29, 2015 in Official Records Book 3241, page 1496, of the public records of Hernando County, Florida.

D. Luke 1248 subsequently conveyed the entirety its interest in and to the Project to Acts 88 by virtue of that *Warranty Deed* recorded on May 4, 2020 in Official Records Book 3836, page 573 of the public records of Hernando County, Florida.

E. Acts 88 subsequently conveyed an approximately 64 acre portion of the Project ("Tract 1") to Somerset by virtue of that *Special Warranty Deed* recorded on February 2, 2021 in Official Records Book 3947, page 0421 of the Public Records of Hernando County, Florida ("Tract 1").

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F. In connection with the conveyance of Tract 1, as described above, Somerset granted to Acts 88, a non-exclusive easement over and across a portion of Tract 1, for providing access (ingress and egress) to and from the remainder of the Project and Northcliffe Boulevard, by virtue of that certain *Easement Agreement* recorded February 2, 2021 in Official Records Book 3947, page 421 of the Public Records of Hernando County, Florida (the "Somerset Easement").

G. Acts 88 thereafter conveyed an approximately 135.3 acre portion of the Project ("Tract 2") to Somerset by virtue of that *Special Warranty Deed* recorded on June 2, 2021 in Official Records Book 4006, page 1589 of the Public Records of Hernando County, Florida.

H. Somerset intends to develop Tract 1 and Tract 2 with single family residential homes, in a manner materially consistent with the Master Plan approved for the Project.

I. To better accommodate the anticipated traffic to and from the Project, Explorer and Northcliffe Boulevard, Somerset has prepared and presented to the Hernando County School District Staff (the "District Staff") and the School Board, a revised access and queuing plan (the "Revised Access and Queuing Plan").

J. The District Staff and the School Board have reviewed the Revised Access and Queuing Plan and on January 26, 2022, approved the same in the form attached as Exhibit A hereof.

K. The Parties desire to amend the Access Agreement, subject to and upon the terms and conditions hereinafter set forth, in furtherance of and to: (i) confirm and acknowledge Somerset's rights under the Access Agreement; (ii) confirm and acknowledge Acts 88 rights under the Access Agreement (as further benefitted by the Somerset Easement); (iii) substitute the Revised Access and Queuing Plan attached as Exhibit A hereof for the original plan attached as Exhibit A to the Access Agreement; and (iv) confirm and acknowledge the obligations of Somerset with respect to the final design, permitting, construction and installation of the improvements contemplated by the Revised Access and Queuing Plan; and (v) establish a temporary easement in favor of Somerset over, upon and across the Explorer property, for purposes of constructing the improvements contemplated by the Revised Access and Queuing Plan.

NOW THEREFORE, in consideration of the above Background Facts, the mutual covenants and agreements of the Parties contained hereinbelow and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Integration of Background Facts.** The Background Facts set forth above are accurate, true and correct and constitute matters agreed to herein.
2. **Defined Terms.** Capitalized or defined terms contained in the Access Agreement shall be assigned the same meaning and import when used herein, unless context otherwise dictates.
3. **Acknowledgement of Rights under Access Agreement.** The School Board hereby acknowledges Somerset's rights and interests under the Access Agreement with respect to Tract 1 and Tract 2, as successor in title to Acts 88, the successor in title to Luke 1248, the successor in title to Mark 425. The School Board further acknowledges Acts 88's rights and interests under the Access Agreement with respect to the remainder of the Project, as successor in title to Luke 1248, the successor in title to Mark 425.
4. **Revised Access and Queuing Plan.** The School Board hereby confirms that the Revised Access and Queuing Plan attached hereto as Exhibit A hereof has been reviewed and approved by the District and the School Board and accordingly, the Parties hereto agree that the same shall be substituted in

place of the plan originally attached to the Access Agreement as Exhibit A. From and after the Effective Date, any references to alterations to the access drive to Northcliffe Boulevard, the stacking lanes and queuing lanes for Explorer and/or any other improvements contemplated or required by the Access Agreement shall mean and include those shown on the Revised Access and Queuing Plan, together with security fencing and gates which are not indicated on Exhibit A, but which shall be approved by the District and included in the final design drawings.

5. **Responsible Party.** Somerset agrees that it shall be solely responsible for all aspects of preparing the final design drawings, permitting, constructing and installing the Improvements contemplated by the Revised Access and Queuing Plan and, to the extent not specifically identified thereon, any and all other improvements and work contemplated by the Access Agreement and originally assigned or allocated to Mark 425 (collectively, the "Improvements"), all of which shall be constructed, installed and completed by Somerset, at its sole cost and expense. Somerset confirms and agrees that the final design for the Improvements shall be materially consistent with the Revised Access and Queuing Plan and that in the event Hernando County and/or any other governmental or regulatory agency having jurisdiction thereof requires modifications which are materially inconsistent with the Revised Access and Queuing Plan and/or should unanticipated field conditions dictate material changes thereto, Somerset shall advise the District and the School Board of the same and shall not proceed without first obtaining the consent and approval of the School Board (which shall not be unreasonably withheld, conditioned or delayed). Upon obtaining the necessary permits for the constructing and installing the Improvements, including permits required by the District's Building and Fire Officials for work on property owned by the School Board, Somerset shall provide the District with a copy thereof together with a complete set of the plans related thereto. Upon completion of the Improvements, Somerset shall provide the District with a copy of the final inspection(s) closing-out any permits related thereto, together with a complete set of "as built" plans therefor.

6. **Grant of Temporary Access and Construction Easement.** The School Board hereby bargains, sells, grants and conveys unto Somerset, for the benefit of Somerset, its contractors, subcontractors, consultants, agents and their respective assigns, a temporary access and construction easement over upon, through and across the Explorer property for purposes of constructing and installing the Improvements. Somerset acknowledges and agrees that the easement rights and privileges granted herein are limited to those areas or portions of the Explorer property that are reasonably necessary for the construction and installation the Improvements, and Somerset agrees to use good faith efforts and judgment in limiting its activities upon or about the Explorer property to those areas reasonably necessary to accomplish the foregoing. The term (the "Term") of the aforescribed temporary access and construction easement shall, unless otherwise agreed to, in writing, by the Parties hereto, commence as of the Effective Date hereof and shall terminate upon the earlier of: (a) August 15th, 2022; or (b) that date on which Somerset has completed construction of the Improvements. Upon completion of the construction and/or installation of the Improvements upon the Explorer property, title to and ownership of the same shall immediately pass to and become vested solely in the School Board without the necessity of any further action on the part of Somerset, and Somerset acknowledges and agrees that it shall have no lien, equitable or otherwise, upon the Explorer property for the cost and/or expense thereof.

7. **Standards for Construction and Installation.** Somerset warrants and represents that the Improvements shall be constructed and/or installed in a good and workmanlike manner, consistent with all statutes, ordinances, laws, rules, regulations and standards of governmental and/or regulatory agencies having jurisdiction thereover.

8. **Waivers of Lien.** Upon completion of the construction and/or installation of the Improvements, Somerset shall provide the District with a Contractor's Final Payment Affidavit together with waivers and releases of lien from any and all subcontractors, materialmen, suppliers and/or laborers employed by Somerset in connection with the work contemplated herein.

9. **Requirements Regarding Contractors/Subcontractors.** Somerset acknowledges and agrees that it shall not allow any unlicensed contractor(s) and/or subcontractor(s) to enter upon the Explorer property in connection with any work performed hereunder and that it shall require each and every contractor and/or subcontractor entering upon the Explorer property pursuant hereto to keep and maintain, at all times during the Term hereof, insurance and bonds as stipulated in the “Hernando County School Board Construction Contractor’s Insurance and Bond Requirements,” in effect on the date the construction contract is awarded, a current copy of which is attached hereto as **Exhibit B**.

10. **Restoration of the Explorer Property.** Somerset agrees to repair, at its sole cost and expense, any damage caused to the Explorer property as a result of Somerset’s, its contractor’s, subcontractor’s, agent’s and/or assign’s entry thereupon and exercise of the easement rights, privileges and benefits conferred herein, and to restore the same to that condition that existed immediately prior to any entry thereupon, ordinary wear, tear and the effects of time excepted.

11. **Binding Effect.** This Amendment shall inure to the benefit of and shall be binding upon the School Board, Somerset, Acts 88 and their respective successors and assigns.

12. **Ratification of Agreement.** The Parties hereto ratify and confirm the Access Agreement, in all respects, as amended hereby. Any and all conditions precedent to the effectiveness of the Access Agreement (other than the construction and installation of the Improvements) have been met and satisfied, as of or prior to the Effective Date.

13. **Counterparts.** This Amendment may be executed in several counterparts each of which shall constitute an original, and all of which together shall constitute one and the same instrument. The signature page(s) from one or more counterparts may be attached to another counterpart to form a fully executed instrument.

14. **Authority.** Each person signing on behalf of a Party below certifies by acknowledgement of their signature, that he/she has been duly and properly authorized to enter into this Amendment for and on behalf of such Party and that no other consents or approvals are necessary with respect to the effectiveness and binding nature of this Amendment upon such Party.

SIGNATURE PAGES OF THE PARTIES IMMEDIATELY FOLLOW THIS PAGE

(remainder of page intentionally left blank)

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, as of the Effective Date first above written.

SCHOOL BOARD:

HERNANDO COUNTY SCHOOL BOARD

Attest:

By: [Signature]
Name: John Stratton
Title: Superintendent

Approved as to Form:

By: _____
Name: _____
Title: _____

By: [Signature]
Name: Eus Guadagnino
Title: Board Chair

Approved as to Form


Nancy McClain Alfonso

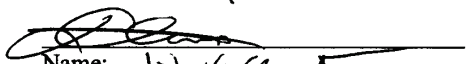
General Counsel, HCSB

SIGNATURE PAGE FOR ACTS 88 IMMEDIATELY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

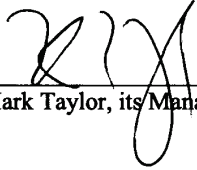
Witnesses:


 Name: Mandy Norris


 Name: John V. Clement

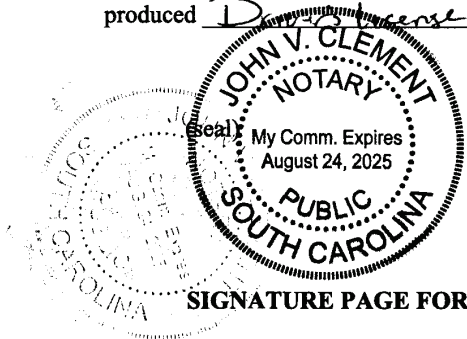
ACTS 88:

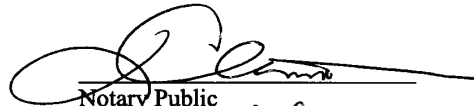
ACTS 88, LLC,
a Florida limited liability company

By: 
 Mark Taylor, its Manager

STATE OF SOUTH CAROLINA
COUNTY OF Anderson

Executed and acknowledged before me by means of (check one) physical presence or online notarization, this 12th day of April, 2022 by Mark Taylor, in his capacity as Manager of ACTS 88, LLC, a Florida limited liability company. He (check one) is personally known to me; or produced Driver License as identification.




 Notary Public
 State of South Carolina

SIGNATURE PAGE FOR SOMERSET IMMEDIATELY FOLLOWS THIS PAGE

(remainder of page intentionally left blank)

BK: 4158 PG: 666

Witnesses:

[Signature]
Name: Brian Usimberg, PE, MBA

[Signature]
Name: Gandi Renfro

SOMERSET:

SOMERSET LAND LLC,
a Florida limited liability company

By: [Signature]
Ron Bastyr, its Manager

STATE OF FLORIDA
COUNTY OF Hernando

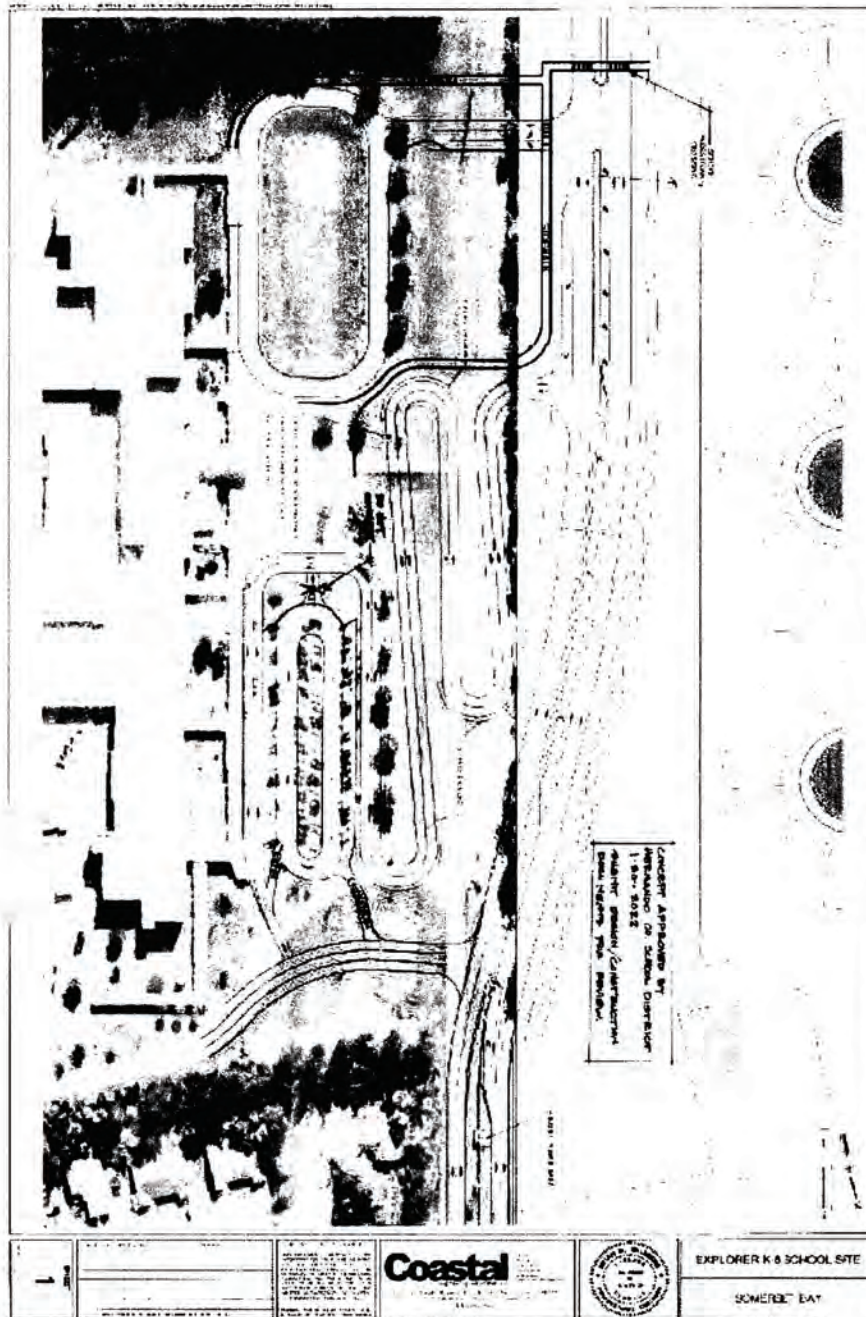
Executed and acknowledged before me by means of (check one) physical presence or online notarization, this 12th day of April, 2022 by Ron Bastyr, in his capacity as Manager of SOMERSET LAND LLC, a Florida limited liability company. He (check one) is personally known to me; or produced N/A as identification.



LINDSAY ANN MORGAN
Commission # HH 022194
Expires November 16, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public
State of Florida

Exhibit A
Revised Access and Queuing Plan



HERNANDO COUNTY SCHOOL BOARD

EXHIBIT B

CONSTRUCTION CONTRACTOR’S INSURANCE AND BOND REQUIREMENTS

A. GENERAL

1. The Contractor shall procure and maintain all insurance requirements and limits, as set forth below, at his or her own expense, until completion of the project or as specified herein. The Contractor shall continue to provide evidence of such coverage to Hernando County School Board on an annual basis during the aforementioned period including all of the terms of the insurance and indemnification requirements of this agreement. All below insurance policies shall include a provision preventing cancellation without thirty (30) days’ prior notice by certified mail. A completed Certificate of Insurance shall be filed with the Facilities & Construction Representative within ten (10) days after the date of the Notice of Award, said Certificate to specifically Owner the inclusion of the coverages and provisions set forth herein and shall Owner whether the coverage is “claims made” or “per occurrence”.

B. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

1. This insurance must protect the Contractor from all claims for bodily injury, including death and all claims for destruction of or damage to property (other than the Work itself), arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor under him or anyone directly or indirectly employed by the Contractor or by a Subcontractor. All such insurance shall be written with limits and coverages as specified below and shall be written on an occurrence form.

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$2,000,000
c. Each Occurrence	\$1,000,000
d. Personal Injury	\$1,000,000

2. The following coverages shall be included in the CGL:
 - a. Per project general aggregate (CG 25 03 or similar)
 - b. Additional Insured status in favor of the Hernando County School Board and any other parties as outlined in The Contract and must include both ONGOING Operations AND COMPLETED Operations per CG 20 10 10/01 and CG 20 37 10/01 or equivalent as permitted by law.
 - c. The policy shall be endorsed to be primary and non-contributory with any insurance maintained by Additional Insureds.
 - d. A waiver of Subrogation in favor of all Additional Insured parties.
 - e. Personal Injury Liability
 - f. Contractual Liability coverage to support indemnification obligation per Article 53.I
 - g. Explosion, collapse and underground (xcu)

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HERNANDO COUNTY SCHOOL BOARD**EXHIBIT B****CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

3. The following exclusionary endorsements are prohibited in the CGL policy:
 - a. Damage to Work performed by Subcontract/Vendor (CG 22-94 or similar)
 - b. Contractual Liability Coverage Exclusion modifying or deleting the definition of an "insured contract" from the unaltered SO CG 0001 1001 policy from (CG 24 26 or similar)
 - c. If applicable to the Work to be performed: Residential or multi-family
 - d. If applicable to the Work to be performed: Exterior insulation finish systems
 - e. If applicable to the Work to be performed: Subsidence or Earth Movement

 4. The Contractor shall maintain general liability coverage including Products and Completed Operations insurance, and the Additional Insured with primary and non-contributory coverage as specified in this Contract for three (3) years after completion of the project.
- C. AUTOMOBILE LIABILITY INSURANCE – Includes business auto liability covering liability arising out of any auto (including owned, hired and non-owned autos).
1. Combined Bodily Injury and Property Damage Liability
 - a. Combined Single Limit (each accident): \$1,000,000
 - b. Coverages: Specific waiver of subrogation
- D. WORKERS' COMPENSATION INSURANCE
1. The Contractor shall procure and maintain Workers' Compensation Insurance at his or her own expense during the life of this Contract, including occupational disease provisions for all employees per statutory requirements. Policy shall contain a waiver of subrogation in favor of the Hernando County School Board.
 2. The Contractor shall also require each Subcontractor to furnish Workers' Compensation Insurance, including occupational disease provisions for all of the latter's employees, and to the extent not furnished, the Contractor accepts full liability and responsibility for Subcontractor's employees.
 3. In cases where any class of employees engaged in hazardous work under this Contract at the site of the Project is not protected under the Workers' Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise protected.
- E. UMBRELLA LIABILITY INSURANCE – For construction projects exceeding \$10,000,000, provide the following coverage:

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HERNANDO COUNTY SCHOOL BOARD**EXHIBIT B****CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

1. The Contractor shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Section B-D above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in Sections above may be satisfied by the Contractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned.

- | | |
|--------------------|-------------|
| a. Each occurrence | \$5,000,000 |
| b. Aggregate | \$5,000,000 |

F. BUILDER'S RISK INSURANCE – For any construction project, provide the following coverage:

1. Unless waived in writing by the Facilities & Construction Representative, the Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made and no person or entity other than the Owner has an insurable interest in the property, or the date of substantial completion specified on the fully signed and executed Certificate of Substantial Completion (AIA G704).
 - a. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project as named insureds.
 - b. All associated deductibles shall be the responsibility of the Contractor. Such policy may have a deductible clause but not to exceed ten thousand dollars (\$10,000.00).
 - c. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, false work, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
2. Contractor shall maintain Builders Risk coverage including partial use by Owner.

HERNANDO COUNTY SCHOOL BOARD**EXHIBIT B****CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

3. The Contractor shall waive all rights of subrogation as regards the Hernando County School Board and the Owner, its officials, its officers, its agents and its employees, all while acting within the scope and course of their employment For damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section or other property insurance applicable to the Work. The Contractor shall require all Subcontractors at any tier to similarly waive all such rights of subrogation and shall expressly include such a waiver in all subcontracts.
4. Upon request, the amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, the Contractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.
5. The Owner, shall have the power to adjust and settle any loss. Unless it is agreed otherwise, all monies received shall be applied first on rebuilding or repairing the destroyed or injured work.

G. POLLUTION LIABILITY INSURANCE

1. If Contractor is providing directly or indirectly work with pollution/environmental hazards, the Contractor must provide or cause those conducting the work to provide Pollution Liability Insurance coverage.
 - a. Pollution Liability policy must include contractual liability coverage.
 - b. Hernando County School Board must be included as additional insureds on the policy.
 - c. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Subcontractor/Vendor.

H. ADDITIONAL MISCELLANEOUS INSURANCE PROVISIONS – Certificates of Insurance and/or insurance policies required under this Contract shall be subject to the following stipulations and additional requirements:

1. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Contractor;
2. If any of the said policies shall fail at any time to meet the requirements of the Contract Documents as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the Hernando County School Board, or be or cease to be in compliance with any stricter requirements of the Contract Documents, the Contractor shall promptly obtain a new policy, submit the same to the Owner and Owner Building Programs for approval if requested, and submit a

HERNANDO COUNTY SCHOOL BOARD**EXHIBIT B****CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

Certificate of Insurance as hereinbefore provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this Contract, in the sole discretion of the Hernando County School Board, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification;

3. All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Florida and acceptable to the Owner;
4. Receipt, review or acceptance by the Facilities & Construction Representative of any insurance policies or certificates of insurance required by this Contract shall neither be construed as a waiver nor relieve the Contractor from its obligation to meet the insurance requirements contained herein.

I. PAYMENT AND PERFORMANCE BOND

1. The Contractor shall procure surety bonds, from a company or companies lawfully authorized to issue surety bonds in the state of Florida and listed in the Federal Register of the U.S. Department of Treasury for Surety Companies Acceptable on Federal Bonds, as follows:
 - a. Before commencing the Work on any individual project having a Contract Sum of \$200,000 or more, the Contractor shall execute and record in the public records of Hernando County, Florida, a payment and performance bond. The bond must state on its front page:
 - i. The names, principal business addresses, and phone numbers of the Contractor, the surety, and the Owner
 - ii. The project number assigned by the Owner
 - iii. The bond number assigned by the surety
 - iv. A description of the project sufficient to identify it, such as a legal description or the street address of the property being improved, and a general description of the improvement
 - b. The amount of the bond shall equal the full amount of the Contract Sum.
 - c. The bond shall be conditioned upon the contractor's performance of the Work in the time and manner prescribed in the contract and promptly making payments to all persons who furnish labor, services, or materials for the Work provided for in the contract.

HERNANDO COUNTY SCHOOL BOARD**EXHIBIT B****CONSTRUCTION CONTRACTOR'S INSURANCE AND BOND REQUIREMENTS**

- d. A copy of the recorded bond shall be filed with the Facilities & Construction Representative prior to issuance of any payment.

- e. If, prior to completion of the Work, the Contractor receives a notice that the company or companies that issued the bond has lost or had revoked its license or authority to do business in Florida as a surety insurer, the Contractor shall, within ten (10) calendar days following receipt of such notice, execute and record in the public records a replacement payment and performance bond from a duly authorized surety. The amount of the replacement bond shall equal the full amount of the Contract Sum less the value of the Work in place and accepted at the time such bond is issued.

Complete Section A or B; and C

MUST BE COMPLETED IN FULL FOR PLACEMENT CONSIDERATION.
(For Donations, use Section B)

A. Item Currently Budgeted -

No Financial Impact

Account Name		_____								
Account Number		_____								
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

Account Name		_____								
Account Number		_____								
		Fund	Function	Object	Cost Center	Project	Sub Project			
Original Approved Budget	+	Budget Amendments	-	Expenditures / Encumbrances To Date	=	Current Available Budget	-	Present Request	=	Remaining Balance Available
\$ _____		\$ _____		\$ _____		\$ _____		\$ _____		\$ _____

B. Item Currently Not Budgeted -**

Funding Source	_____					
Account Name	_____					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

Funding Source	_____					
Account Name	_____					
Account Number	Fund	Function	Object	Cost Center	Project	Sub Project
Amount \$	_____					

C. History

Check one:
 Prior Year Budget:
 New for Current Year:

Prior Year Approved Budget: \$ _____
 Prior Year Actual Spent: \$ _____

**** WHEN ITEM NOT CURRENTLY BUDGETED IS APPROVED BY THE SCHOOL BOARD, THIS WILL SERVE AS THE BUDGET AMENDMENT****

8/2

prepared by: Dennis Alfonso
clo HCSB, General Counsel Office
919 N. Broad St.
Brooksville, FL 34601

R

ACCESS AGREEMENT

This AGREEMENT is made and entered into this 19th day of May, 2015, by and between the Hernando County School Board, a body corporate and politic, hereinafter referred to as the "SCHOOL BOARD" and MARK 425 LTD., hereinafter referred to as "MARK 425."

RECITALS

Whereas, on February 3, 2004, a Purchase and Sale Agreement ("Agreement") was entered into between Loren E. Hamm Family Living Trust, Loren E. Hamm, Trustee, and the **SCHOOL BOARD**; and

Whereas, the Agreement and subsequent addendum included a paragraph that permitted The Hamm Trust, as Seller, to utilize access to Northcliffe Boulevard should the **SCHOOL BOARD** ever acquire access; and

Whereas, **MARK 425**, as successor in interest to the Loren E. Hamm Family Living Trust, presently owns 440 acres of property in Section 13, Township 23S, Range 17E (Key # 00375944) hereinafter referred to as the "**PROJECT**," and

Whereas, the **PROJECT** is designated Residential on the Future Land Use Map; and

Whereas, the **SCHOOL BOARD** presently own 30 acres of property in Section 13, Township 23S, Range 17E (Key # 01598890) on which it operates the Explorer K-8 school, hereinafter referred to as "**EXPLORER**," and

Whereas, the **SCHOOL BOARD** acquired access to Northcliffe Boulevard as contemplated under the Agreement; and

Whereas, the **SCHOOL BOARD** and **MARK 425** desire to enter into an agreement in order to delineate, make certain and define each of their obligations with respect to the utilization of the access drive from **EXPLORER** to Northcliffe Boulevard;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by the parties hereto each to the other, simultaneously with the execution and delivery of these presents, and in consideration of the mutual undertakings and agreements hereinafter set forth and contained, the parties hereto covenant and agree each with the other as follows:

AGREEMENT

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

2. **Conditions for Use of Access** In the event of development or partial development of the **PROJECT**, The **SCHOOL BOARD** agrees to allow **MARK 425** or its **successors** to utilize the **SCHOOL BOARD'S** access drive to Northcliff Boulevard for full ingress and egress to and from the **PROJECT** provided that the following conditions are met:

- a. Additional access and queuing for **EXPLORER** is constructed by **MARK 425** or its **successors** at no cost to the **SCHOOL BOARD**. The additional access and queuing shall be substantially as depicted on Exhibit A or a configuration that is jointly acceptable to the **SCHOOL BOARD** and **MARK 425**. Speed bumps, delineators and painted lines/arrows for stacking lane shall be installed, as necessary, to ensure proper traffic flow. The stacking lane shall accommodate no less than volume available as of the date of this agreement.
- b. Proper County, SWFWMD, and other required permits shall be obtained for construction of additional access and/or queuing lanes, which shall include drainage.

- c. Prior to development, **MARK 425 or its successors** shall secure zoning and master plan approval from Hernando County for the **PROJECT**. The master plan must propose additional points of access to the **PROJECT** and a draft of the master plan will be provided to **SCHOOL BOARD** staff to for review and comment prior to submittal to Hernando County.
- d. If improvements are required at the existing intersection of Northcliffe and the Explorer entrance drive to accommodate access to the development of the **PROJECT** or access to Explorer, such improvements shall be the responsibility of **MARK 425 or its successors**.
- e. Perimeter fencing, drive gates and/or walk gates, depending on location, shall be installed.
- f. A new marquee of similar or better quality shall be installed in front of the school at no cost to the **SCHOOL BOARD**.

3. **Assignment.** **MARK 425** may assign this **AGREEMENT** to a subsequent developer of the **PROJECT** upon providing written notice to the **SCHOOL BOARD**. In such case the assignee must comply with section 2 of this **AGREEMENT** in order to utilize the Explorer entrance from Northcliff Boulevard for access to the **PROJECT**.

4. **Miscellaneous.** This **AGREEMENT** is the complete agreement of the parties and may be changed only by instrument in writing signed by the parties. Titles and captions to paragraphs are inserted for convenience only, and in no way define, limit, extend or describe the scope or intent of this **AGREEMENT** or the paragraphs or provisions herein. Failure of either party to exercise any right or power given hereunder, or to insist upon compliance by the other party with its obligations set forth herein, shall not constitute a waiver of either party's right to demand strict compliance with the terms and provisions of this **AGREEMENT**. Neither party shall declare the other in default of the provision of this **AGREEMENT** without giving the other party at least ninety (90) days advance written notice of intention to do so, during which time the

other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity. This **AGREEMENT** shall be recorded in the Public Records of Hernando County, Florida.

5. **Development Rights/obligations:** Except to the extent specifically provided, this agreement shall not be construed to impose, restrict or release any obligations of MARK 425 to comply with development requirements imposed by a governing regulatory body/agency related to the development of the PROJECT, including without limitation, permitting and compliance with applicable impact fee and/or concurrency requirements, nor to affect any PROJECT entitlements.

6. **Independent Capacity and Indemnification:** The relationship between the MARK 425 and the SCHOOL BOARD shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership or joint venture of employment between MARK 425 and the SCHOOL BOARD. None of the personnel under contract to, employed by the MARK 425 shall be deemed in anyway to have any contractual relationship with the SCHOOL BOARD. Each Party shall be solely responsible for the conduct of its employees and agents in connection with their performance of obligations hereunder, and hold the other harmless for any injuries or damages arising hereunder, and shall defend any claims for injuries or damages, even if such claims be groundless or fraudulent, except that the SCHOOL BOARD's liability in such cases shall not exceed the limitations set forth in Section §768.28, Florida Statutes, as it now exists or as it may be amended.

7. **Third Party Beneficiaries:** Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

8. **Severability.** In the event any one or more provisions contained in this **AGREEMENT** shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this **AGREEMENT** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

9. **Attorney's Fees.** In any dispute involving this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs, including attorney's fees on appeal and in bankruptcy.

10. **Binding Effect.** This Agreement is intended to run with the land and bind the successors and assigns of the parties.

11. **Authority.** If applicable, the entity officer or manager executing this AGREEMENT certifies by acknowledgment of the signature below that s/he has been properly authorized to enter into this AGREEMENT on behalf of, and binding with respect to, such entity.

Attachments:

Exhibit "A" - Driveway Concept 4

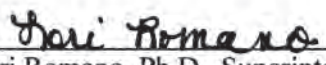
[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 19th day of May 2015.

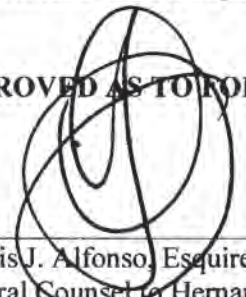
HERNANDO COUNTY SCHOOL BOARD

BY: 
Gus Guadagnino, Chairperson

ATTEST:


Lori Romano, Ph.D., Superintendent

APPROVED AS TO FORM:


Dennis J. Alfonso, Esquire
General Counsel to Hernando County School Board

Date: 5.19.2015

Mark 425, Ltd.

David F. vonKlock

Witness

By [Signature]

[Signature]

Witness

My commission expires:

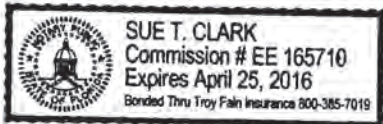
STATE OF FLORIDA
COUNTY OF HERNANDO

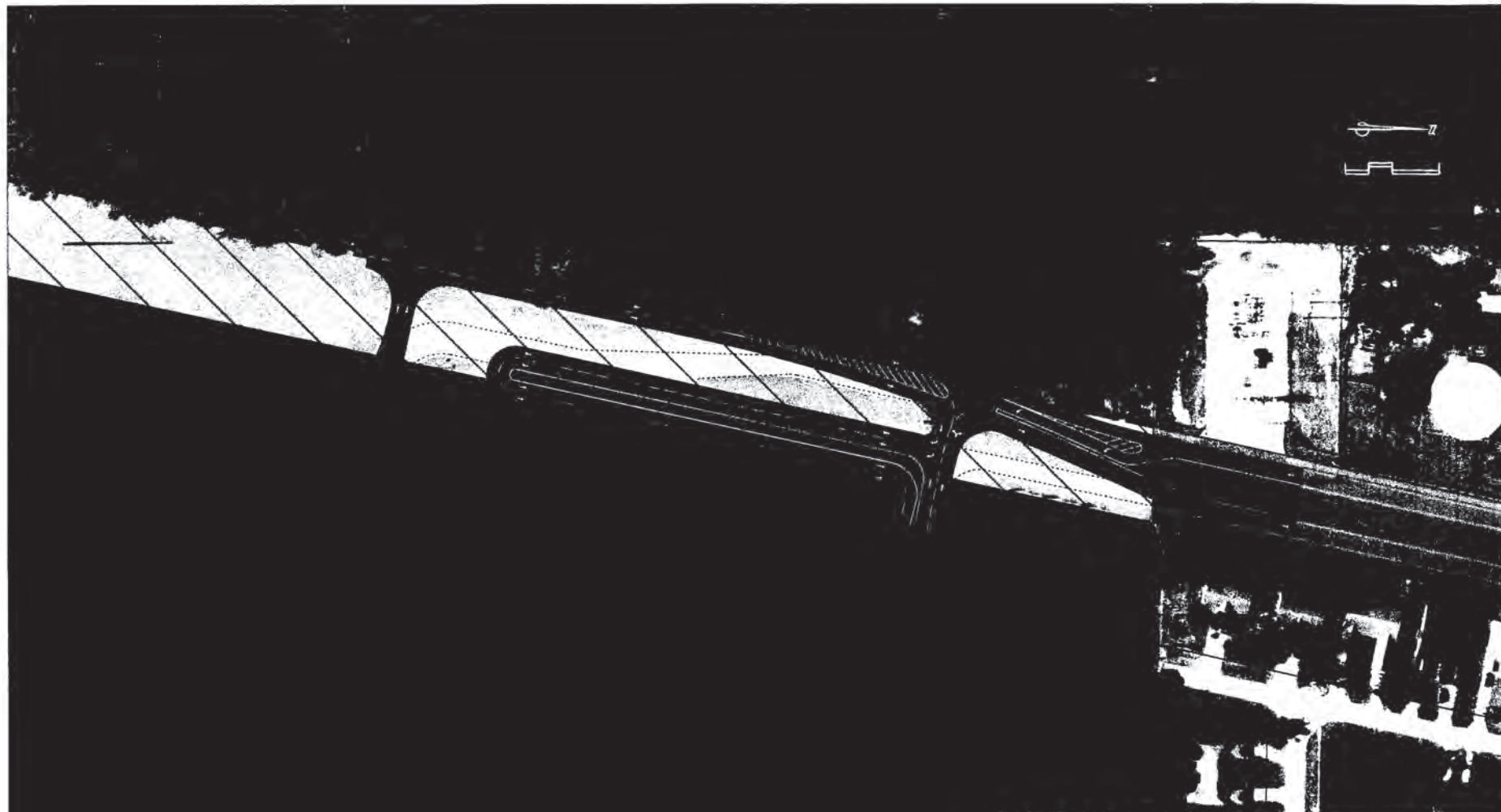
The foregoing instrument was sworn to and subscribed before me by MARK TAYLOR, the GP of Mark 425, Ltd., who is personally known to me or who produced _____ as identification, this 29 day of April 2015.

[Signature]

Notary Public

My commission expires:









LEGEND	
	HCSB
	EXPLORER K-8
	MARK 425 LTD
	EASEMENT

EXHIBIT A DRIVEWAY CONCEPT 4
MARK 425 LTD
Coastal <small>Engineering Planning Surveying Environmental Construction Management</small> <small>Engineering and Construction, Inc.</small> 806 Goodnight Boulevard - Stockville - Florida 34811 (321) 798-6425 - Fax (352) 798-8956 EA-007112