

Prepared by and Return to:
Hernando County Attorney's Office
20 North Main Street, Suite 462
Brooksville, Florida 34601

PERPETUAL UTILITY EASEMENT

THIS EASEMENT (the "**Agreement**"), made this 23rd day of February, 2026, between **Touchstar Cinemas, Inc.**, a Florida corporation, whose address is P.O. Box 772020, Orlando, Florida 32877, hereinafter referred to as the "**Grantor**", and **Hernando County Water and Sewer District**, a body corporate and politic of the State of Florida, by and through its Board of County Commissioners, whose address is 15470 Flight Path Drive, Brooksville, Florida 34604, hereinafter referred to as the "**Grantee**":

WITNESSETH:

Subject to the terms, conditions and limitations set forth herein, the Grantor in consideration of the sum of ten dollars and no cents (\$10.00) and other good and valuable consideration in hand paid by the said Grantee to the Grantor, receipt whereof is hereby acknowledged, has granted, quitclaimed and conveyed unto the said Grantee, its successors and assigns forever, a non-exclusive Perpetual Utility Easement and right-of-way, hereinafter referred to as the "**Easement**", for the purpose of clearing, excavating, constructing, inspecting, improving, repairing and/or maintaining public utility facilities in, upon, under, over, across and through the following described land in the County of Hernando, State of Florida, to wit:

See **Exhibits "A" and "B"** attached hereto and made a part hereof by reference (the "**Easement Area**").

Parcel ID Number: R20 423 17 0000 0010 0020

TO HAVE AND TO HOLD the same unto said Grantee, its successors and assigns forever, together with the reasonable right to enter and depart over and upon adjoining lands of the Grantor for the purpose of exercising the rights herein granted, so long as the land is restored to as good or better condition than originally found upon completion of construction or maintenance.

Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this Easement.

Grantee agrees that any improvements installed pursuant to this Easement shall be installed underground except for any utility facilities which are required to be constructed aboveground.

Grantor hereby covenants and agrees that no building or permanent structures shall be located, constructed or created within the Easement without the Grantee's prior written consent and shall not interfere with the Grantee's utility facilities within the Easement; provided, however, that Grantor specifically reserves the following rights, provided the same do not prevent, preclude, materially limit, restrict, or interfere with Grantee's continued use of the Easement Area, or as might cause a hazardous condition: (i) the right and privilege, in common with Grantee, to use the Easement Area for all purposes; (ii) the right to alter or improve the Easement Area to construct driveways, entrances, sidewalks, curbing, curb cuts, fences, landscaping, irrigation, paving, signage and surface parking in the Easement Area, all of which may encroach upon the Easement Area and are deemed to not be a building or permanent structure; and (iii) the right and privilege at any time and from time to time to make grants, easements, licenses, and privileges to other persons or entities, over, under, upon and with respect to the Easement Area, for access or utility purposes or other purposes.

Grantee shall, at its sole cost and expense, maintain the Grantee Facilities in compliance with all applicable laws.

Grantee shall keep the Easement Area free of all mechanics' and materialmen's liens which may arise incident to their respective acts or omissions, and Grantee shall indemnify and hold Grantor harmless against same. In the event such a lien is so filed, Grantee shall cause same to be bonded, defended or discharged, as determined in Grantee's commercially reasonable discretion, within thirty (30) days of filing.

The easement rights granted herein shall be perpetual and shall run with the land, binding the Grantor and Grantor's successors and assigns, and shall inure to the benefit of the Grantee, its successors and assigns.

This Easement shall be recorded in the Public Records of Hernando County, Florida.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Grantor has caused these presents to be duly signed the day and year first above written.

Signed, sealed and delivered in the presence of:

(Signature of two Witnesses required by Florida Law)

Witness: *DM Brewster*

Print Name: Melissa Brewster
Address: 12161 Gettysburg Cir.
Orlando, FL 32837

Witness: *Nicole Codillo*

Print Name: Nicole Codillo
Address: 4012 Viosca Place
Orlando FL 32837

Grantor(s):

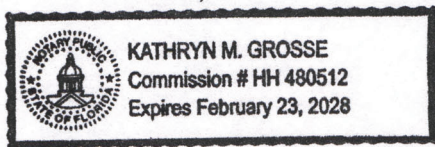
Touchstar Cinemas, Inc.,
a Florida corporation

By: *B. Dattani*
Name: B. DATTANI
Title: VP

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10th day of MARCH, 2026, by BIREN DATTANI, as VP, of Touchstar Cinemas, Inc., a Florida corporation, on behalf of the company. He/she is personally known to me or has produced _____, as identification.

(NOTARY SEAL)



Kathryn M Grosse
Signature of Notary
Print Name: KATHRYN M GROSSE
Notary Public, State of Florida
Commission No. HH 480512
My Commission expires: 02/23/28

EXHIBIT "A"

EASEMENT DESCRIPTION

Commence at the Southwesterly corner of LOT 1, WAL-MART CENTER, according to the plat thereof as recorded in Plat Book 19 Page 90, inclusive of the Public Records of Hernando County, Florida, said point being monumented with a 4" x 4" concrete marker unnumbered. Thence run along the Southerly line of a parcel as described in Official Records Book 1879 and page 201, of the Public Records of Hernando County, Florida, S38°17'30"W, 144.34 feet to the POINT OF BEGINNING. Go thence N33°01'07"W, 23.12 feet; thence run N05°49'32"W, 42.13 feet; thence run N00°34'47"E, 180.83 feet; thence run N24°25'16"E, 6.58 feet; thence run S87°41'26"W, 16.99 feet; thence run N02°43'56"W, 15.00 feet; thence run N88°46'21"E, 28.15 feet; thence run N00°30'10"W, 32.81 feet; thence run S89°58'23"E, 19.93 feet; thence run S01°14'19"W, 12.99 feet; thence run S43°45'41"E, 3.96 feet; thence run S00°10'09"E, 20.12 feet; thence run S89°16'26"E, 107.76 feet; thence run N88°12'58"E, 25.25 feet; thence run N69°21'49"E, 26.65 feet; thence run N14°00'07"E, 32.57 feet; thence run N00°53'38"E, 19.22 feet; thence run S88°26'44"E, 26.87 feet; thence run N46°33'16"E, 5.40 feet; thence run N01°14'18"E, 67.93 feet; thence run N43°14'16"W, 9.36 feet; thence run N89°34'34"W, 25.52 feet; thence run N02°13'35"W, 15.08 feet; thence run N02°07'22"E, 70.20 feet; thence run S85°39'05"E, 15.00 feet; thence run S02°06'48"W, 69.23 feet; thence run S89°34'34"E, 17.63 feet; thence run S43°14'16"E, 21.91 feet; thence run S01°14'18"W, 80.33 feet; thence run S46°33'16"W, 17.88 feet; thence run N88°26'44"W, 17.91 feet; thence run S00°53'38"W, 5.77 feet; thence run S14°00'07"W, 42.16 feet; thence run S69°21'49"W, 37.01 feet; thence run S88°12'58"W, 28.09 feet; thence run N89°24'29"W, 125.53 feet; thence run S24°25'16"W, 6.67 feet; thence run S00°33'59"W, 176.65 feet; thence run S05°49'32"E, 37.73 feet; thence run S33°01'07"E, 14.42 feet to a point on the Southerly line of said parcel as described in Official Records book 1879 and page 201; thence run along the said Southerly line S38°17'30"W, 15.84 feet to the Point of Beginning. Said easement containing 11771.0 square feet, more or less.

INTEGRITY LAND SOLUTIONS GROUP, INC.
 Professional Land Surveying & Mapping
 12345 Centralia Rd / P.O. Box 6890 Spring Hill, FL 34611

Phone: (352) 428-2351 Email: ILSG@tampabay.rr.com
 WORK ORDER: 26-04 MAP DATE: 1/23/2026 SECTION: 20 TOWNSHIP: 23 S RANGE: 17 E
 CERTIFIED TO THE FOLLOWING ONLY:
 - TOUCHSTAR CINEMAS INC

SKETCH ONLY, NOT A BOUNDARY SURVEY

Purpose of Sketch: Prepare Legal Description on Easement

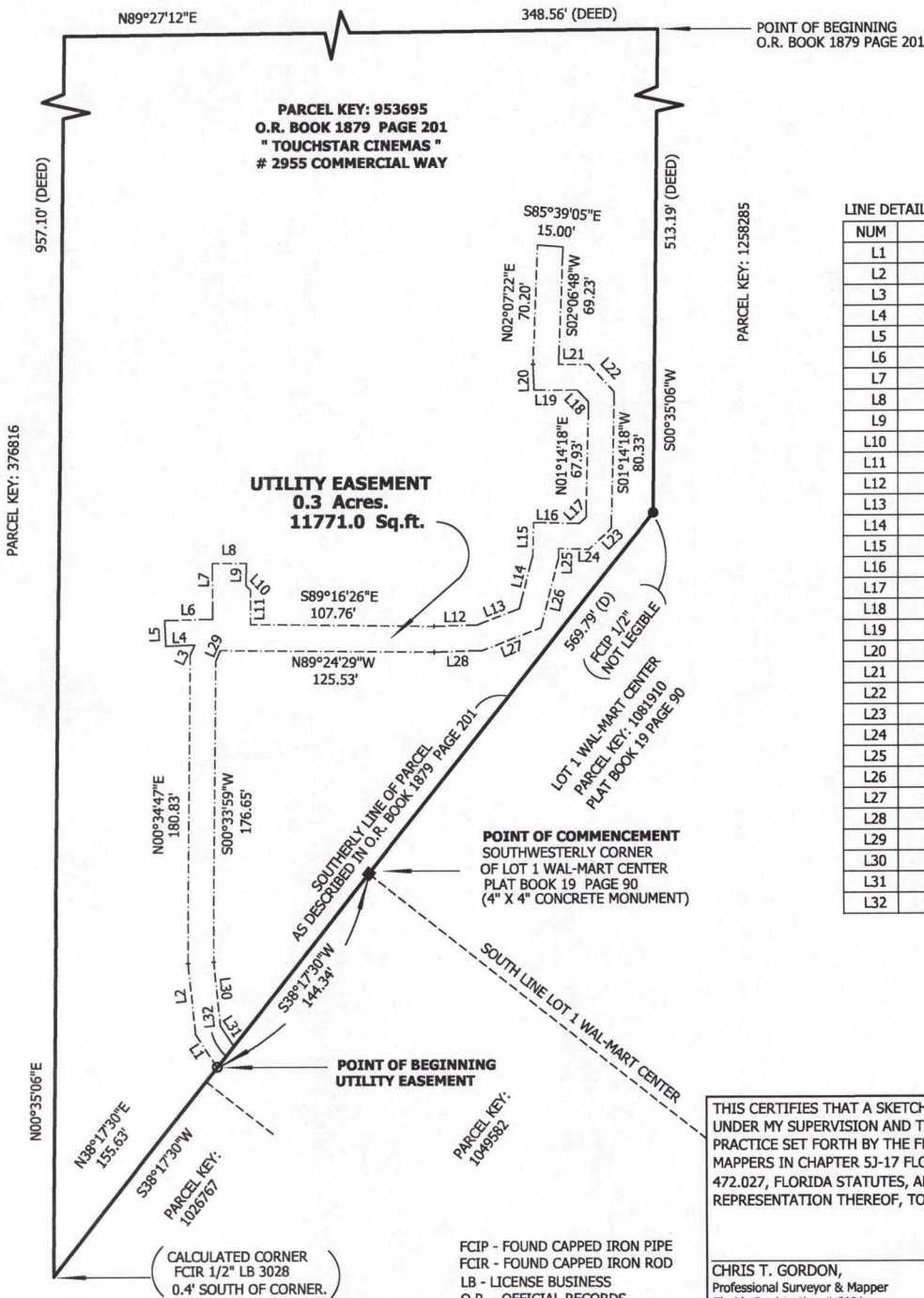
EXHIBIT "B"



NOT TO SCALE

SURVEYOR NOTE:
 SKETCH IS BASED OFF OF A BOUNDARY SURVEY PREPARED BY ACCURIGHT SURVEYS OF ORLANDO, DATED 6/18/24 FOR TOUCHSTONE CINEMAS, FURNISHED TO THIS SURVEYOR BY CLIENT. EASEMENT LOCATION WAS BASED ON CONSTRUCTION PLANS PREPARED BY KIMLEY HORN, PROJECT NO. 249477001, DATED 6/30/2025, FURNISHED TO THIS SURVEYOR BY CLIENT. NO FIELD SURVEY WAS CONDUCTED FOR THIS SKETCH; THIS IS NOT A BOUNDARY SURVEY.

PARCEL KEY: 991966



LINE DETAIL TABLE

NUM	BEARING	DISTANCE
L1	N33°01'07"W	23.12'
L2	N05°49'32"W	42.13'
L3	N24°25'16"E	6.58'
L4	S87°41'26"W	16.99'
L5	N02°43'56"W	15.00'
L6	N88°46'21"E	28.15'
L7	N00°30'10"W	32.81'
L8	S89°58'23"E	19.93'
L9	S01°14'19"W	12.99'
L10	S43°45'41"E	3.96'
L11	S00°10'09"E	20.12'
L12	N88°12'58"E	25.25'
L13	N69°21'49"E	26.65'
L14	N14°00'07"E	32.57'
L15	N00°53'38"E	19.22'
L16	S88°26'44"E	26.87'
L17	N46°33'16"E	5.40'
L18	N43°14'16"W	9.36'
L19	N89°34'34"W	25.52'
L20	N02°13'35"W	15.08'
L21	S89°34'34"E	17.63'
L22	S43°14'16"E	21.91'
L23	S46°33'16"W	17.88'
L24	N88°26'44"W	17.91'
L25	S00°53'38"W	5.77'
L26	S14°00'07"W	42.16'
L27	S69°21'49"W	37.01'
L28	S88°12'58"W	28.09'
L29	S24°25'16"W	6.67'
L30	S05°49'32"E	37.73'
L31	S33°01'07"E	14.42'
L32	S38°17'30"W	15.84'

THIS CERTIFIES THAT A SKETCH OF THE PROPERTY DESCRIBED HEREON, WAS MADE UNDER MY SUPERVISION AND THAT THE SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 53-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND THAT THE MAP HEREON IS A TRUE AND ACCURATE REPRESENTATION THEREOF, TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHRIS T. GORDON,
 Professional Surveyor & Mapper
 Florida Registration # 6191
 Integrity Land Solutions Group, Inc. LB #8065



DATE OF SKETCH
 1/27/2026

SHEET 1 OF 1