

REVOCABLE LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement"), between **HERNANDO COUNTY**, a political subdivision of the State of Florida ("County" or "Licensor") and **CARLO ZARCONE** ("Licensee"), recites and provides:

RECITALS

WHEREAS, Hernando County owns a Gulf Coast canal easement identified as Tract B, Gulf Coast Retreats Unit #8, in Hernando Beach, Florida consisting of 6,562 square feet being a portion of Parcel ID No. R12 223 16 2050 00B0 0000, Key 1489954, more particularly described as **Exhibit A**, attached hereto and incorporated herein (the "Licensed Property"); and

WHEREAS, Licensee owns Parcel ID No. R12 223 16 2050 1030 0150, Key 162344, and Parcel ID No. R12 223 16 2050 1040 0010, Key 162353, which are bisected by the Licensed Property; and

WHEREAS, Licensee was granted approval by the Hernando County Board of County Commissioners with Resolution No. 2023-168 to rezone his two parcels in order to construct a private RV Resort and Recreational Center under the deviations and conditions specified therein (attached hereto as **Exhibit B**); and

WHEREAS, in accordance with the rezoning performance condition allowing Licensee access across the Licensed Property as permitted and coordinated with the County Engineer, Licensee proposes to construct a structure across the Licensed Property in order for RV site renters to have ingress and egress to both of his parcels; and

WHEREAS, the County has determined that granting this License serves a valid public purpose and desires to grant to Licensee the use a portion of the Licensed Property for construction of the structure under the terms and conditions set forth in this License Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and to be observed and performed, the County hereby permits Licensee to use the premises, as hereinafter defined, upon the terms and conditions contained in this License Agreement.

TERMS

1. **Recitals.** The above Recitals are true and correct and are incorporated herein and made a part hereof by this reference.

2. **License.** The County hereby grants Licensee, its agents, servants, invitees, and assigns the revocable, non-exclusive right and license to use the Licensed Property solely for Licensee to construct a structure connecting Licensee's properties identified as Parcel Key Nos. 162344 and 162353 or the private RV Resort and Recreation Center and in accordance with Hernando County Resolution No. 2023-168. The Licensed Property shall not at any time become part of Licensee's parcels nor be contained therein. The structure design shall be approved by the County Engineer prior to construction and shall be of a type that Licensee can remove upon termination of the License term.

3. **Permitted Use.** The County will provide to the Licensee and its employees, agents, visitors, and invitees, access to the Licensed Property for construction, use and maintenance of the Licensee's proposed structure peacefully and quietly as against all persons or entities claiming by, through, or under the County subject to the provisions of this Agreement and applicable law. Licensee shall not (i) use the Licensed Property for any illegal or improper purposes; or (ii) use the Licensed Property in violation of any policies of insurance now or hereafter written on the Licensed Property, or which will increase the rate of premium thereof. The County retains the right to use the premises in any manner not inconsistent with the rights herein granted to the Licensee.

4. **Bridge Inspection.** Should Licensee construct a bridge pursuant to Paragraph 3 supra, the Licensee must arrange for the bridge to be inspected prior to its use in compliance with federal regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Fla. Stat. S. 335.074, Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards. A qualified individual must perform the inspection. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Florida Certified Bridge Inspector and experienced in the inspection of bridges according to the National Bridge Inspection Standards. Each final bridge inspection report shall be sealed in accordance with Fla. Stat. S. 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents. Load rating determinations and the load rating calculations shall be sealed in accordance with Fla. Stat. S. 471.025 by the Professional Engineer who confirms the accuracy and completeness of the load ratings. Comprehensive Inventory Data Report (CID), if any, included in final bridge inspection reports shall be sealed in accordance with Fla. Stat. S. 471.025 by the Professional Engineer who confirms the accuracy and completeness of all data items. The inspection report shall be subject to review and approval by the County Engineer, or his designee. If the bridge fails the final inspection, or thereafter becomes unsafe as determined by the County Engineer, Licensee shall remove the bridge at his sole expense within thirty (30) days of receiving written notice of the County Engineer's determination.

5. **Term.** The term ("Term") of this License shall be for twenty (20) years commencing on the date of proper execution by both Parties (the "Commencement Date") and terminating on the date that is 20 years following the Commencement Date (the "Expiration Date").

This agreement has an option to be extended for an additional two (2) terms (individually referred to as an "**Additional Term**"), each consisting of a ten-year period, unless written notice of intent not to renew is received within sixty (60) days prior to the expiration date. Each Additional Term shall be governed by the terms and conditions of this Agreement.

Upon termination of the License Agreement, Licensee must remove the structure at his sole expense.

6. **Payments.** Licensee shall pay to the Licensor the following Land Rent for the 6,562 square foot Licensed Property:

a. **Land Rent.** Licensee shall pay monthly Land Rent (1/12th of annual Land Rent) in advance and without demand, on or before the first day of each month upon commencement of the term of this Agreement pursuant to the schedule below for the first five (5) years and then adjusted, thereafter, as provided for in Section 6.b. herein. Land Rent shall be calculated as twelve percent (12.0%) per annum of the then current fair market appraised value for unimproved land within the applicable area (see Section 6.b. below) and calculated on a per square foot rate. The parties agree that the gross square footage of the Land for purposes herein is 6,562 square feet.

During the first five years of this Agreement, annual Land Rent shall be at as follows:

Year 1	\$ <u>0.30</u> per square foot	\$ <u>1,968.60</u> annual	\$ <u>164.05</u> monthly
Year 2	\$ <u>0.30</u> per square foot	\$ <u>1,968.60</u> annual	\$ <u>164.05</u> monthly
Year 3	\$ <u>0.30</u> per square foot	\$ <u>1,968.60</u> annual	\$ <u>164.05</u> monthly
Year 4	\$ <u>0.30</u> per square foot	\$ <u>1,968.60</u> annual	\$ <u>164.05</u> monthly
Year 5	\$ <u>0.30</u> per square foot	\$ <u>1,968.60</u> annual	\$ <u>164.05</u> monthly

b. **Adjustment of Land Rent.** Beginning in the sixth year, and every fifth year thereafter (*i.e.* years 6, 11, 16, 21, 26, etc. including renewal and extension periods), the Land Rent shall be adjusted to equal twelve percent (12.0%) per annum of the then current fair market appraised value (hereinafter referred to as "**Current Fair Market Value**"). The Current Fair Market Value shall be based upon the most recent appraisal performed for and paid for by the Licensor, but in no event shall said appraisal be older than eighteen (18) months (hereinafter referred to as the "Licensor's Appraisal"). The Licensor's Appraisal shall be prepared by a Florida-registered or Florida-licensed appraiser in accordance with the Uniform Standards of Professional Appraisal Practice ("USPAP") and Chapter 475, Part II, Fla. Stat. and Rule Chapter 61J1, Fla. Admin. Code ("Florida Appraisal Law") as applicable to the Land. Not less than ninety (90) days and not more than one hundred eighty (180) days before imposition of the new adjusted rent, the Licensor shall advise the Licensee in writing (the "Notice") of the new adjusted rent amount. Not later than thirty (30) days from the date of the Notice, the Licensee may dispute the

new adjusted rent amount by notifying the Licensor in writing of such dispute; however, no later than sixty (60) days from the date of the Notice, the Licensee shall provide the Licensor, at the Licensee's sole expense, its appraisal (the "Licensee's Appraisal") performed in accordance with USPAP and Florida Appraisal Law. In the event that there is a five percent (5%) or less difference in the appraised Current Fair Market Value amount between the Licensor's Appraisal and the Licensee's Appraisal, then the Licensor, in the Licensor's sole discretion, may choose either value or may choose a middle value. In the event that there is more than a five percent (5%) difference in appraised Current Fair Market Value amount between the Licensor's Appraisal and the Licensee's Appraisal, then within fifteen (15) days of the date of the Licensee's Appraisal, the two appraisers shall communicate as necessary and agree on the name of a third appraiser who shall be a Florida-registered or Florida-licensed appraiser. The Third Appraisal shall be performed in accordance with Florida Appraisal Law and USPAP. The third appraiser may review and utilize the first two appraisals to the extent permitted under USPAP. The cost of the Third Appraisal shall be split evenly between the Licensor and the Licensee, and an appraisal report shall be prepared within thirty (30) days from the date ordered. The Current Fair Market Value amount stated in the Third Appraisal shall be binding on the parties as the new adjusted rent for that five (5) year period. The provisions in this Section shall be the Licensee's sole remedy for disputing the new adjusted rent for each and every five (5) year period.

c. **Cap on Adjustment of Land Rent.** Notwithstanding Section 6.b., Land Rent shall not be adjusted more than five percent (5%) in any one (1) year (or adjusted more than twenty-five percent (25%) over any five (5) year period). Adjustments in excess of five percent (5%) in any one year shall be carried over to the subsequent year (not to exceed said cap in such year), and each year thereafter until the Current Fair Market Value is attained or a new appraisal is required (in connection with the subsequent five (5) year period).

d. **Late Rent; Other Fees.** Land Rent shall be due monthly as set forth above and shall be due and payable on the first day of each month. A ten percent (10%) penalty will be applied to all rents received after 5:00 p.m. on the tenth (10th) day of the month. The Licensee is separately responsible for all applicable taxes, sales taxes, late fees, special assessments, charges, other fees and penalties.

Land Rent payments payable to:

HERNANDO COUNTY BOARD OF COUNTY COMMISSIONERS
c/o Clerk of Court, Finance Dept.
20 N. Main Street
Brooksville, FL 34601

7. **Acceptance.** Licensee accepts the Licensed Property in its "as is, where is" condition and acknowledges that the County has not made and does not make any representations or warranties regarding the condition of the Licensed Property or its suitability for the permitted purpose hereunder. Further, Licensee acknowledges that (i) no obligation as to the repairing, adding to, or improving said Licensed Property has been assumed by the County; and (ii) no alteration, improvement or renovation shall be made by Licensee to the Licensed Property.

9. **Maintenance.** Licensee, at its expense, shall maintain the Licensed Property

and keep in good, sound and clean condition during its use and the Term of this License, and will not suffer or permit any strip or waste of the Licensed Property.

10. **Signs, Fences and Structures.** Licensee shall not attach, letter or paint any signs to or upon the Licensed Property without the written consent of the County. The County, however, reserves the right to attach, letter or paint any sign to or upon the Licensed Property as the County deems appropriate. Licensee is prohibited from erecting any type of fence or any structure on the Licensed Property without written consent by both parties.

11. **Insurance.** Licensee shall obtain and maintain during the term of this License, at its sole cost and expense, a policy of commercial general liability insurance on an "occurrence basis" against claims for personal injury including bodily injury and death and broad form property damage, operations hazards, and contractual liability in limits not less than Two Million and 00/100 Dollars (\$2,000,000.00) inclusive. The policy shall name the County as an additional insured and shall provide that it can only be amended or terminated upon thirty (30) days prior written notice to the County. Licensee shall deliver to the County an original certificate of insurance evidencing such coverage within two (2) business days following execution of this License Agreement. All required insurance policies shall contain language that the insurance policy may not be canceled without thirty (30) days prior written notice to the County. Licensee shall deliver to the County evidence of such insurance upon the execution of this License and provide the County with copies of all renewals thereof at least thirty (30) days prior to the termination of the existing policies. All insurance policies shall be issued by companies licensed to do business and in good standing in the State of Florida.

12. **Termination and Surrender.** This Agreement may be terminated by either Party, with or without cause, with a sixty (60) day written notice. Notwithstanding the foregoing, any termination by the County without cause will not take effect if it is within thirty (30) days before, or during any identified storm or a state of emergency. Written notice of termination must be provided in accordance with the "Notices" section of this License Agreement and shall be effective as of the termination date stated therein.

This License Agreement is provided in conjunction with the land use approval in File No. H-23-15 (Exhibit B "approved land use"). This license agreement shall automatically terminate if the approved land use and maintenance is discontinued for a period of six months or more. Rent for the remaining portion of the year shall not be prorated as a credit but will be retained by the County as a forfeit by the Licensee. Upon revocation or termination of this License Agreement, Licensee, at its sole cost and expense, shall surrender the Licensed Property to the County, in same condition, or better, as of the initial date of this license agreement.

Upon termination, Licensee shall remove the structure at his sole expense. Any personal property remaining in the Licensed Property after any such revocation or termination shall become the personal property of the County, who shall be intitled to remove, tow, sell or otherwise dispose of such personal property.

If this project does not move forward, this license will be deemed void. Any improvements or installations made at the Licensee's request, must be moved at their expense

unless otherwise approved by the County Engineer.

13. **Default.** In the event Licensee shall fail to comply with any term, provision or condition of this License and Licensee does not cure such failure to the County's satisfaction within ten (10) days, or reasonable amount of time, the County shall have the right to immediately terminate this License by providing written notice thereof to Licensee.

14. **Indemnification.** Licensee shall indemnify, defend and hold the County, and its affiliated companies, officers, directors, employees, tenants and agents (the "Indemnified Parties"), harmless from and against any and all claims for liability, costs, claims, losses, injury, death, damages, judgments or expenses (including reasonable attorneys' fees) incurred or suffered by the Indemnified Parties as a result of or in connection with (i) any death, personal injury or property or business damage in, on or about the Licensed Property, including any improvements located thereon, caused in whole or in part by Licensee, its employees or invitees, or (ii) the use of the Licensed Property, its employees or invitees, (iii) any default by Licensee under the terms and conditions of this License Agreement, and (iv) any act or omission of Licensee, its employees or its invitees.

This provision shall survive any expiration or termination of this License Agreement. Notwithstanding anything herein to the contrary, under no circumstances shall the County be liable to Licensee (or any person or entity claiming under or through Licensee) under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set for tort liability in Section 768.28, Florida Statutes which limits are hereby made applicable to all manner of claims against the County related to this License Agreement and are not confined to tort liability. Nothing herein shall be construed as a waiver of the County's sovereign immunity under Section 768.28, Florida Statutes.

15. **The County's Liability.** The County shall not be responsible for any defect or change in the condition of the Licensed Property, or the failure to make any repairs to the Licensed Property, or for any resulting damage to person or property occurring on the Licensed Property, or the acts or omissions of the Licensee of the Property. All personal property of Licensee and its invitees in, on or about the Licensed Property shall be and remain at Licensee's sole risk and the County shall not be liable for damage to any such property as a result of theft or misplacement nor for any death, injury, loss or damage to persons or property occurring on the Licensed Property or in, on or near the Licensed Property.

16. **Assumption of Risk by Licensee.** Licensee assumes all risks of any damage to Licensee's property in connection with this License.

17. **Assignment and Sublicense.** Except as otherwise provided herein, Licensee shall not assign, sublicense, or otherwise transfer its interests in this License.

18. **Entire Agreement.** This License Agreement constitutes the sole and entire agreement of all parties hereto pertaining to its subject matter, and supersedes all prior contemporaneous oral or written agreements, undertakings or understandings of the parties hereto in connection with the subject matter hereof. No modification of this Agreement shall be binding upon the parties hereto unless it is executed by all of the parties hereto. No representations, warranties or covenants not included in this License Agreement shall be binding upon the parties

hereto.

19. **Captions.** The captions of the sections of this License are not part of the context of this License and shall be ignored in construing this License. They are intended only as aids in locating various provisions of this License.

20. **Severability.** Each provision contained in this License shall be independent and severable from all other provisions hereof and the invalidity of any such provision shall in no way affect the enforceability of the other provisions hereof.

21. **Commissions and Fees.** Licensee represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this License. Licensee agrees to indemnify, defend and hold the other party harmless from and against all liabilities, expenses, fees, commissions and/or costs (including reasonable attorneys' fees) arising from any such claims asserted by anyone claiming by, through or against the indemnifying party.

22. **No Partnership.** Nothing contained in this License shall be construed as creating a partnership or joint venture between the County and Licensee

23. **Counterparts.** This License may be executed in any number of separate counterparts by the parties hereto, each of which, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument. Any signature page from any such counterpart may be attached to any other counterpart to complete a fully executed counterpart of this License. Signatures to this License (or to any assignment or amendment to this License) transmitted in a commonly accepted electronic format that reproduces an image of the actual executed signature page shall be deemed a binding original and shall have the same legal effect, validity, and enforceability as a manually executed counterpart of the document to the extent and as provided for in the Federal Electronic Signatures in Global and National Commerce Act and the applicable state law based on the Uniform Electronic Transactions Act. In no event shall any party be obligated hereunder unless and until this License has been fully executed and delivered by all parties hereto.

24. **Modifications.** Except as expressly provided herein, this License Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by the consent of each of the parties hereto, or their respective or assigns, and then only by written instrument duly executed and acknowledged by The County and Licensee, and recorded in the public records of Hernando County, Florida.

25. **Governing Law.** This License Agreement shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall lie in the appropriate court having jurisdiction in Hernando County, Florida. This section shall survive the expiration or termination of this Agreement. The County and Licensee knowingly and voluntarily waive any right to a trial by jury in any litigation arising out of this License Agreement.

26. **Notices.** Notices or other communication hereunder shall be in writing and shall be deemed effective when delivered by electronic mail or personally or on the next business day

after being sent by a guaranteed overnight delivery service, or on the third (3rd) day after being sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each Party may change from time to time their respective address for notice hereunder by like notice to the other Party. The notice addresses of the County and Licensee are as follows:

Licensors:
Hernando County
15470 Flight Path Dr.
Brooksville, FL 34604

Licensee:
Carlo Zarcone
3222 Shoal Line Blvd.
Hernando Beach, FL 34607

Either party may change its address by giving written notice of such change to the other party in the manner provided herein. Until any such written notice is actually received, the most recent address of record shall be deemed to continue in effect for all purposes.

27. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

28. **Authorization.** Each party to this License hereby represents that this License Agreement has been duly authorized, executed and delivered by all necessary action on behalf of such party, constitutes the valid and binding agreement of such party, and is enforceable in accordance with its terms

29. **Effective Date.** "Effective Date" shall mean the last day that this License Agreement is executed by both the County and Licensee as set forth below.

30. **Compliance Clause.** All necessary permits for the installation of the drainage pipe must be obtained by the Licensee, as well as approval from the County Engineer.

[Signatures on Next Page]

IN WITNESS WHEREOF, the Parties have caused this License Agreement to be executed in their respective names.

LICENSEE:


CARLO ZARCONE

Date: 6-18-25

LICENSOR:

HERNANDO COUNTY, a political subdivision
of the State of Florida

By: _____
BRIAN HAWKINS, Chairman

Date: _____



Exhibit A

The Licensed Property consists of 6,562 square feet, more or less, lying and being in the County of Hernando, State of Florida, further described as:

Part of Gulf Coast Retreats Unit #8 in Plat Book 7, Page 23, of the Public Records of Hernando County, Florida. Commencing at the Point of Beginning, the Northwest corner of Lot 1, Block 104; thence N00°41'56"W for 49.72 feet; thence N89°35'32"E for 131.97 feet; thence S01°35'37"W for 49.96 feet; thence S89°40'57"W for 129.98 feet, to the Point of Beginning of Lot 1. Containing 0.15 acres more or less.

Being a Portion of Parcel Key 1489954
Parcel ID No.: R12 223 16 2050 00B0 0000

Exhibit "B"



Board of County Commissioners

AGENDA ITEM

Meeting: 08/08/2023
Department: Planning
Prepared By: Robin A Reinhart
Initiator: Michelle Miller
DOC ID: 12540
Legal Request Number: 2023-402
Bid/Contract Number:

TITLE

Rezoning Petition Submitted by Carlo Zarcone and R. Tate's Auto Body Shop, Inc. (H2315)

BRIEF OVERVIEW

Request:

Rezoning from C-1 (Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with deviations.

General Location:

East side of Shoal Line Boulevard, approximately 760' south of Hermosa Boulevard

P&Z Action:

On July 10, 2023, the Planning and Zoning Commission voted 5-0 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with deviations and with modified performance conditions.

Hearing Detail:

The following members were present at the July 10, 2023, Planning and Zoning Commission meeting: Chairman Jonathan McDonald; Vice Chairman W. Steve Hickey; Kathryn Birren, Nicholas Holmes, and Donald Whiting.

FINANCIAL IMPACT

A matter of policy. No financial impact.

LEGAL NOTE

The Board has the authority to make the requested rezoning decision pursuant to Chapters 125 and 163 Florida Statutes. The Applicable Criteria for a Zoning District Amendment are contained in Appendix A (Zoning Code), Article VI. The Applicable Criteria for a PDP are found in Appendix A (Zoning Code), Article VIII. The Zoning District Amendment must be consistent with the Comprehensive Plan.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving the petitioner's request to Rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with deviations and modified performance conditions. It is further recommended that the Board approve and authorize the Chairman's signature on the attached associated resolution.

REVIEW PROCESS

Omar DePablo	Approved	07/25/2023 10:15 AM
Michelle Miller	Approved	07/25/2023 11:21 AM
Toni Brady	Approved	07/28/2023 7:39 AM
Pamela Hare	Approved	07/28/2023 11:52 AM
Kyle Benda	Approved	07/28/2023 5:57 PM
Heidi Kurppe	Approved	07/31/2023 11:19 AM
Scott Herring	Approved	07/31/2023 11:59 AM
Jeffrey Rogers	Approved	08/02/2023 6:25 AM
Colleen Conko	Approved	08/02/2023 10:35 AM

RESULT: ADOPTED

MOVER: Steve Champion

SECONDER: Brian Hawkins

Narverud, Champion, Campbell, Hawkins and Allocco

RESOLUTION NO. 2023 - 1168

WHEREAS, Hernando County has adopted zoning regulations pursuant to Section 125.01(1) and Chapter 163, *Florida Statutes*, which authorize the County to regulate the use of land in the unincorporated areas of Hernando County, Florida, and take action on the request herein; and

WHEREAS, the Hernando County Board of County Commissioners (BOCC) conducted a duly advertised public hearing on the date referenced below to consider the requested changes in zoning on the specified parcels in Hernando County, Florida, as more fully described below;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, AS FOLLOWS:

APPLICANT: Carlo Zarcone and R. Tate's Auto Body Shop, Inc.

FILE NUMBER: H-23-15

REQUEST: Rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with Deviations

GENERAL

LOCATION: East side of Shoal Line Boulevard, approximately 760' south of Hermosa Boulevard

**PARCEL KEY
NUMBER:** 162335, 162344, 162353, 162362, 162371

REQUEST: Rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with Deviations, as enumerated in the BOCC Action, which is incorporated herein by reference and made a part hereof. The representations contained in the rezoning application are incorporated herein by reference and made a part hereof and are relied upon by the County to be true and correct. For purposes herein, it is presumed that all notice and advertising requirements have been satisfied.

**FINDINGS
OF FACT**

ALL of the facts and conditions set forth in the County's staff memoranda and presented to the BOCC in connection with the public hearing in this matter are incorporated herein by reference and made a material part of this Resolution as integral to the BOCC's Action. The BOCC finds that the testimony and record supporting APPROVAL of the request to be credible and to constitute competent substantial evidence. In further support thereof, the BOCC makes the following specific findings of fact:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

**CONCLUSIONS
OF LAW:**

The BOCC is authorized to act on this matter pursuant to Chapters 125 and 163, *Florida Statutes*. Accordingly, after public hearing and testimony, being fully advised in the record, and based upon competent substantial evidence, the BOCC makes the following specific conclusions of law:

1. The proposed request is consistent with the County's adopted Comprehensive Plan and is compatible with the surrounding land uses.

ACTION:

After notice and public hearing, based upon the record in this matter and ALL of the findings of fact and conclusions of law above, the BOCC hereby APPROVES the request for Rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with Deviations, as set forth in the BOCC Action, which is incorporated herein by reference and made a part hereof. Any requests, uses, variances or exceptions that were requested in connection with this rezoning application but not specifically approved herein are hereby deemed DENIED.

ADOPTED IN REGULAR SESSION THE 8th OF AUGUST 2023.

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: Heidi Knappe, Deputy Clerk By: Elizabeth Norwood
Douglas A. Chorvat, Jr. & John Aldeco
Clerk of Circuit Court & Comptroller Chairman Vice Chairman

(SEA1)

**APPROVED AS TO FORM AND LEGAL
SUFFICIENCY**

By: Kyle J. Benda
County Attorney's Office

P&Z RECOMMENDATION:

On July 10, 2023, the Planning and Zoning Commission voted 5-0 to recommend the Board of County Commissioners adopt a resolution approving the petitioner's request for a rezoning from C-1 (General Commercial), C-2 (Highway Commercial) and PDP(SF)/ Planned Development Project (Single Family) to PDP(REC)/ Planned Development Project (Recreational) with Deviations and with the following modified performance conditions:

1. The petitioner must obtain all permits from Hernando County and other applicable agencies and meet all applicable land development regulations, for either construction or use of the property, and complete all applicable development review processes.
2. The petitioner shall be responsible for a sewer capacity analysis and connection to the central water and sewer systems at time of project construction.
3. Minimum Building Setbacks:
 - Front: 20'
 - Side: 15'
 - Rear: 8'
 - Lot Size: 20'x50'; 1,000 square feet
(Deviation from 40'x40'; 2,800 square feet)
4. The minimum 25' landscape buffer shall be waived; however, buffers along Shoal Line Boulevard shall meet the minimum commercial buffer requirements of 5'.
5. The development size shall be permitted at a minimum of 1.75 acres (Deviation from 10.0 acres).
6. The petitioner must meet the minimum requirements of Florida Friendly Landscaping™ publications and the Florida Yards and Neighborhoods Program for design techniques, principles, materials and plantings for required landscaping.
7. Invasive plant species if present shall be removed during the development process.
8. The petitioner is proposing planting noninvasive bamboo as a visual buffer along Shoal Line between RV sites. Although there are noninvasive bamboo species, the petitioner shall be required to plant bamboo as determined by the IFAS Assessment and bamboo shall be planted in pots or with plant barriers. If bamboo is not utilized, the petitioner shall provide noninvasive and Florida Friendly plantings.

9. Commercial driveway connections shall meet Hernando County Commercial Driveway standards.
10. The petitioner shall coordinate the functionality of traffic operations at the time of development.
11. The parking lot layout shall meet county standards.
12. A Turning Template will be required to show that Fire Apparatus has proper access to maneuver in and out of the site at the time of development.
13. This project will be required to provide disabled accessibility (ADA).
14. A sidewalk shall be required along the entire frontage Shoal Line Boulevard. The sidewalk shall be required to connect to the building from Shoal Line Boulevard.
15. No permanent attachments shall be permitted on RV's.
16. The maximum stay shall be 180 days per County LDRs.
17. No permit structure shall be permitted within the County owned parcel. Access across the parcel shall be permitted and coordinated with County Engineer.
18. The petitioner shall provide a revised plan in compliance with all the performance conditions within 30 calendar days of BCC approval. Failure to submit the revised plan will result in no further development permits being issued.
19. Incidental storage directly tied to the rental of the camping sites shall be permitted.
20. RV resort density shall be limited to 16.57 units per acre.

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WEEKI WACHEE PRESERVE

Received

MAR 13 2023

Planning Department
Hernando County Florida

DRAINAGE CANAL

One Way Road

SET BACK - EASEMENT

SHOAL LINE BLVD

Resort Amenities

- Welcome Center is the guests first stop and will provide information on local Adventure Coast related entertainment activities and dining options
- Recreational Center will house free family friendly activities including but not limited to movie room, arcade, and board games. As well as a large indoor sitting area
- 24 hour access to the and Here bath houses offering private lavatories and shower facilities
- Outdoor public areas include a covered pavilion, fire pit, dog walk, multiple green areas with lush vegetation, kayak and paddle board launch as well as designated area for shoreline catch and release fishing
- Education area offering visitors a place to view and observe local plant and wildlife including the abundance of fish and turtles that call this canal home
- All sites include a divided green zone with planted vegetation providing privacy and aesthetics
- Multiple grilling stations throughout the property allow for outdoor family friendly dining

Resort Layout & Master Plan

- We look forward to working with the Hernando County Arts Council to have local artists paint and or decorate the existing privacy fence in a manner that showcases the beauty of the Adventure Coast
- The interior fence line will be lined with bamboo and palms to act as noise cancelling greenery and beautification
- County owned parcel will be designated as a green space with an emphasis on education and outdoor enjoyment. We look forward to partnering with the County to design and deploy a fixed bridge crossing the canal providing public access to the preserve
- All roadways to be sea shell or similar type materials to reduce run off. No asphalt surfaces are being proposed
- RV sea pads are anticipated to be decorative pavers offering a permeable base reducing storm water run off
- All sites include a green zone providing beauty as well as privacy and noise cancellation
- All RV sites offer a dual 30 amp & 50 amp electrical connection along with private water and sewer connections
- WiFi will be offered through out the premises for guests enjoyment

KNB

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