

## ROAD MAINTENANCE AGREEMENT

THIS AGREEMENT, made by and between **HERNANDO COUNTY**, a political subdivision of the State of Florida, 15470 Flight Path Drive, Brooksville, FL 34604, hereinafter referred to as the "COUNTY", and **Waste Pro of Florida, Inc.**, a Florida for Profit Corporation, 2101 West State Road 434, Suite 301, Longwood, Florida 32279, hereinafter referred to as the "DEVELOPER", collectively referred to as "the Parties".

### RECITALS:

**WHEREAS**, DEVELOPER is the owner of certain real property generally located between Sunshine Grove Road and Grove Road approximately 2.5 miles north of Cortez Boulevard (SR50) in Hernando County consisting of approximately 150.50 acres and identified as Parcel Key: 00344354, said property begin legally described as:

That portion of the North ½ of the South ½ of Section 15, Township 22 South, Range 18 East, Hernando County, Florida, Lying East of Florida Power Corporation Transmission Line Right-of-way.

**WHEREAS**, a Conditional Use Permit (CU-23-01) for the excavation operation on a 40.0-acre portion of the 150.5-acre parcel of the subject property was approved by the Planning and Zoning Commission for three (3) years on the 11<sup>th</sup> day of September, 2023-September 11, 2026, (CU-23-01), for Parcel Key: 00344354 with performance conditions; and

**WHEREAS**, to ensure that roadway impacts associated with the excavation operation are adequately addressed and remain consistent with other similar operations, the DEVELOPER is required to enter into an agreement with the COUNTY to address maintenance and traffic control costs on Sunshine Grove Road and Grove Road.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the COUNTY and DEVELOPER agree as follows:

- I. The above recitations are true and correct and are incorporated herein by this reference.
- II. The parties acknowledge that although the COUNTY has the responsibility to maintain any portions of Sunshine Grove Road being utilized by trucks entering and exiting the DEVELOPER'S excavation operation, the developer agrees to assist the COUNTY with roadway impacts associated with their operation.
- III. The parties agree that a charge of seventy-five (\$.75) cents per truck load hereinafter referred to as the "truck fee" will be sufficient to cover the

maintenance and traffic control costs over the expected life of the excavation operation.

- IV. The parties further agree that funds will be deposited in the Transportation Trust Fund by the COUNTY's Financial Officer and that said revenue from the truck fee be used for the maintenance and repair of Sunshine Grove Road and Grove Road and the associated traffic control devices.
- V. The parties also agree that:
  - a. The DEVELOPER will remit the truck fee to the County on a monthly basis not later than the last day of the month following each month during which DEVELOPER has engaged in the excavation operations and truck loads subject to the "truck fee" have entered upon and exited from the subject site. Truck fees are to be accompanied by a statement by the DEVELOPER attesting to the fact that all specified truck fees have been remitted to the County; and
  - b. Annually, on or before April 15th of each year, the DEVELOPER shall provide a Certified Public Accountant's Certificate to the COUNTY documenting the amount of truck loads taken and that the amount of truck fees paid by the DEVELOPER is accurate and all costs associated with said certificate shall be borne by DEVELOPER; and
  - c. The COUNTY has the right to audit and inspect the DEVELOPER's books for the excavation operations of the subject property.
- VI. The parties further agree that the DEVELOPER: a. Will meet the standards of the applicable COUNTY ordinances, b. Will obtain and/or maintain the appropriate excavation permit and meet all other applicable excavation standards contained within the Zoning Ordinance, c. Will obtain and/or maintain the appropriate County permits from the Development Department, d. Will neither conduct or allow any blasting, and e. Will follow and abide by any reclamation plans as agreed upon with the County.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

HERNANDO COUNTY

ATTEST

By: \_\_\_\_\_  
Doug Chorvat, Jr.,  
Clerk and Comptroller

By: \_\_\_\_\_  
Brian Hawkins                      Date  
Chairman

Approved as to Form  
And Legal Sufficiency

Victoria Anderson  
County Attorney's Office

DEVELOPER:  
Waste Pro of Florida, Inc.

By: Bradford Ryan  
Witness

By: Tret Pinion                      8/25/25  
Signature                      Date

Tret Pinion, Post collections operations  
Print Name, Title [Authorized Signatory]

By: [Signature]  
Witness