

**RESOLUTION NO. 2026 - \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, DENYING A SETTLEMENT AGREEMENT WITH MERIDIEN DEVELOPMENT LLC PURSUANT TO THE FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT; DENYING REZONING FROM PDP(SU)/PLANNED DEVELOPMENT PROJECT (SPECIAL USE) TO PDP(GC)/PLANNED DEVELOPMENT PROJECT (GENERAL COMMERCIAL) WITH A SPECIFIC C-2 USE FOR DRIVE-IN RESTAURANT WITH DEVIATIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mark Keschl of Meridien Development LLC on behalf of Gary Haber, Evelyn Haber, Kenneth L. Haber and Martha Haber (“Meridien”), applied for relief under the Florida Land Use Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, appealing denial of application H-24-82 by the Board of County Commissioners; and

**WHEREAS**, Hernando County staff and Meridien attended mediation on the appeal on January 27, 2026, that resulted in the Mediated Settlement Agreement and Recommendation of the Special Magistrate, which was executed on January 27, 2026, and is attached hereto as Exhibit A; and

**WHEREAS**, at the Land Use Meeting on March 3, 2026, the Hernando County Board of County Commissioners found that the current zoning of the subject property as PDP(SU)/Planned Development Project (Special Use) is consistent with the Future Land Use Map, and the rezoning applied for is inconsistent with the best interests of the County to protect the public’s health, safety and welfare.

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

**Section 1.** Due to the findings recited hereinabove, the Mediated Settlement Agreement attached hereto as Exhibit A is hereby denied.

**Section 2.** The Rezoning from PDP(SU)/Planned Development Project (Special Use) to PDP(GC)/Planned Development Project (General Commercial) with a Specific C-2 Use for Drive-In Restaurant with Deviations, is hereby denied.

**Section 3.** This Resolution shall take effect immediately upon adoption.

**ADOPTED IN REGULAR SESSION THE \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

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

**Attest:** \_\_\_\_\_  
**Douglas A. Chorvat, Jr.**  
**Clerk of Circuit Court & Comptroller**

**By:** \_\_\_\_\_  
**Jerry Campbell**  
**Chairman**

(SEAL)

Approved as to Form and Legal Sufficiency

By: *Melissa Tartaglia*  
\_\_\_\_\_  
County Attorney’s Office

IN AND BEFORE A SPECIAL MAGISTRATE PURSUANT TO LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT, SECTION 70.51, FLORIDA STATUTES  
HERNANDO COUNTY, FLORIDA

MERIDIEN DEVELOPMENT, LLC,  
a Florida limited liability company,

Petitioner,

v.

Rezoning File: H-24-82

Parcel Key: 411931

HERNANDO COUNTY, FLORIDA,  
a political subdivision of the State of Florida,

Respondent.

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**MEDIATED SETTLEMENT AGREEMENT**  
**AND RECOMMENDATION OF THE SPECIAL MAGISTRATE**

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioner, MERIDIEN DEVELOPMENT, LLC (“Petitioner”), and the Respondent, HERNANDO COUNTY, FLORIDA (“County”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually as a “Party”), have entered into this Agreement following a mediation held on January 27, 2026 pursuant to Section 70.51 of the Florida Statutes. In accordance with Section 70.51 of the Florida Statutes, the mediation session was noticed and attended by members of the public, who participated and provided comments.

**BACKGROUND**

In December of 2024, the Petitioner applied to rezone property located at the northeast corner of Commercial Way and Spring Hill Drive, Hernando County Property Appraiser Key Number 411931 (“Subject Property”) from Planned Development Project (Special Use) (“PDP(SU)”) as a landscape buffer to Planned Development Project (General Commercial)

("PDP(GC)") to allow the development of five commercial outparcels with all uses permitted by the C-1 commercial zoning district and a specific C-2 use for drive-in restaurants. About two years before the Petitioner's rezoning application, a separate developer unaffiliated with the Petitioner attempted to rezone the Subject Property with seven commercial outparcels, one of which being a full service gas station.

The Petitioner's initial master plan proposed one access point on Pinehurst Drive to the east, two access points on Commercial Way, and a stub out for potential connection to the frontage road to the commercial development to the north of the Subject Property, all at the Petitioner's expense, including addressing drainage issues with connecting the frontage road to the north.

After the initial application was submitted, the County imposed additional conditions, including meeting all large retail design standards despite the Petitioner's rezoning proposing less than 65,000 total square feet, doubling the residential protection standards in the Code for commercial development for speakers and other sounds equipment, building a wall plus a landscape buffer for the Subject Property abutting residential, and providing for full cutoff light fixtures. On June 9, 2025, the County Planning and Zoning Commission recommended approval of the Petitioner's application for rezoning so long as the access to Pinehurst Drive was removed and connection was made to the frontage road to the north. Based on this recommendation, the Petitioner submitted a revised master plan to comply with all of the conditions imposed by the County.

On August 5, 2025, the County Board of County Commissioners ("BOCC") heard the application for rezoning, but continued said hearing so that County staff could review the updated master plan. On November 4, 2025, the BOCC considered the application for rezoning of the Subject Property and denied it by a 4-1 vote. On December 2, 2025, the County rendered its

Resolution 2025-204, which formally denied the Petitioner's application for rezoning of the Subject Property.

As of the date of this Agreement, the Petitioner has received an approved Southwest Florida Water Management District ("SWFWMD") Environmental Resource Permit ("ERP") to construct the frontage road and have already completed a wildlife survey, which found no evidence of protected species on the Subject Property.

On December 11, 2025, the Petitioner submitted a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act ("FLUEDRA"). The County filed its Response to the Request for Relief on January 5, 2026.

The purpose of the FLUEDRA process is to "facilitate a resolution of the conflict between the owner and governmental entities to the end that some modification of the owner's proposed use of the property or adjustment in the development order . . . by one or more of the governmental parties may be reached." § 70.51(17)(a), Fla. Stat. "The special magistrate's recommendation is a public record under chapter 119. However, actions or statements of all participants to the special magistrate proceeding are evidence of an offer to compromise and inadmissible in any proceeding, judicial or administrative." *Id.* § 70.51(20). The Parties agree that this Agreement is intended as a comprehensive settlement of all outstanding issues raised in Petitioner's Request for Relief, including but not limited to, an appeal by petition for writ of certiorari.

### **SETTLEMENT PROPOSAL**

The Parties agree to the following:

1. **Rezoning.** The Subject Property shall be approved for rezoning from PDP(SU) to PDP(GC) to allow for five commercial outparcels with all uses permitted by the C-1 commercial zoning district and a specific C-2 use for drive-in restaurants. A revised master plan, attached as

**Exhibit 1** and incorporated herein, shall be part of the approval resolution pursuant to this Agreement.

2. **Agreed Performance Conditions.** The proposed resolution to be presented to the BOCC with a recommendation of approval along with or subsequent to this Agreement shall include the following conditions:

- a. 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 Subject Property, and complete all applicable development review processes.
- b. Proposed Building Setbacks
  - i. US Hwy 19: 50' (deviation from 125')
  - ii. Spring Hill Drive: 35'
  - iii. Pinehurst Drive: 35'
  - iv. North: 20'
  - v. Against Residential: 35'
- c. The Petitioner shall meet all design standards for large retail projects in Appendix A, Article III, Section 3K of the Hernando County Code of Ordinances ("Code") pertaining to roof layout, architectural features, and building materials.
- d. The Petitioner shall provide a floral and faunal (wildlife) survey, prepared by a qualified professional, and submitted to the County prior to any land clearing activities. Copies of any required permits shall be provided prior to site alteration or construction.

- e. The Petitioner is required to comply with all applicable Florida Fish and Wildlife Conservation Commission (“FFWCC”) regulations and permitting.
- f. If needed, a Gopher Tortoise Relocation permit shall be sought prior to any geotechnical activities taking place on the Subject Property.
- g. The Petitioner shall 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, as applicable.
- h. The Petitioner shall provide a utility capacity analysis and commercial connection to the central water and sewer system at time of vertical construction.
- i. A Traffic Analysis has been received by the Petitioner. Any improvements identified by the Traffic Access Analysis will be the responsibility of the Petitioner to install.
- j. Drainage design shall meet SWFWMD ERP drainage permitting and Hernando County Facility Design Guideline drainage requirements.
- k. A Frontage Road is required along for the Subject Property. The Frontage Road will be required to connect into the Frontage Road network North of the Subject Property.
- l. Lot 1 shall be permitted for all uses allowed by the C-1 zoning district except for the following uses:
  - i. Convenience good stores with vehicle fueling stations and gasoline service stations;
  - ii. Automotive service establishments;

- iii. Quick service restaurant with a drive-thru, with an exception for drive-thru banking establishments.
- m. The Petitioner shall provide an architectural design plan for the building on Lot 1 at the time of site development to ensure consistency with the surrounding community.
- n. At the time of site development, the Petitioner shall dedicate to the County up to 20' of right-of-way on the northern side of Spring Hill Drive and the southern side of Lot 1, as approved by the County Engineer. The landscape buffer and setbacks for Lot 1 shall be reduced proportionate to the amount of right-of-way dedicated to the County along Spring Hill Drive, but at a minimum the landscape buffer shall be 5' and the building setback shall be 15'.
- o. There shall be no access to Pinehurst Drive from the Subject Property.
- p. The Driveway connections, Parking Spaces and Parking Lot Layout will need to comply with Hernando County Facility Design Guideline Standards.
- q. The Petitioner shall coordinate with the County Engineer on implementing safety measures for the site in accordance with the "Road Safety Audit: Spring Hill Dr. from US 19 to East of Ken Lake Ave"
- r. Florida Department of Transportation ("FDOT") Access Management permitting is required. An FDOT Drainage permit may be required.
- s. There shall be no speakers or other sound equipment located within 200' of any single-family residential district property line.

- t. Customer entrances, drive-up windows, ordering boxes, or loading/unloading areas shall not be allowed to operate between the hours of 12 midnight and 7:00 a.m. within 100' of any single-family residential district property line.
- u. The Petitioner shall provide full cutoff fixtures and retain all light on-site and prevent any light spillage onto neighboring properties. Additionally, all security lighting shall have appropriate shields to avoid spillage into neighboring residential homes.
- v. Each platted parcel may have its own individual sign. The corner parcel at US 19 and Spring Hill Drive may have two (2) signs, one at each front.
- w. The County Code requires that any commercially zoned parcel(s) with less than one hundred (100) linear feet of road frontage will be allowed one (1) sign not to exceed one hundred (100) square feet in sign area. Commercially zoned parcels with a road frontage in excess of one hundred (100) linear feet will be allowed one (1) square foot of sign area per linear foot of road frontage with a maximum of two hundred (200) square feet of sign area. For commercially zoned parcels on all other roads and for parcels within any zoning district other than commercial or residential – Maximum fifty (50) square feet of sign area. Individual business owners may apply for a variance to the sign code for their unique parcel through the standard variance process.
- x. Shopping centers, malls, strip plazas and other buildings housing more than one (1) business or activity may display no more than one (1) sign for each two hundred (200) feet of frontage, provided they are at least two hundred (200) feet apart along

public streets and provided each sign does not exceed the maximum allowed according to Paragraph 1(t) herein.

y. Drive-thru restaurants shall have signage consistent with the Hernando County Sign Code.

z. Buffer requirements:

i. 35' landscape buffer where abutting residential homes, specifically along Pinehurst Drive and the Northeast corner of the Subject Property. Additionally, the Petitioner shall construct a 6' high solid wall along the entire portion of the Subject Property on Pinehurst Drive from Newmark Street to the southernmost entrance of the Subject Property connecting to US 19. The Petitioner shall plant vines in accordance with the Florida Yards and Neighborhoods program on the eastern side of the wall for the purpose of making the wall "green."

ii. 5' landscape buffer along Southeast perimeter of the Subject Property along Pinehurst Drive

iii. 25' landscape buffer along US 19

iv. 25' Landscape buffer along Spring Hill Drive

All buffers shall be required to include native plant species. A comprehensive planting plan shall be required at construction drawings. Landscaping along Pinehurst Drive where abutting residential homes and at the Northeast Corner of the parcel shall achieve a minimum of 80% opacity, notwithstanding the wall as additional visual attenuation. The eastern buffers may utilize a fence or a wall to achieve the 100% required opacity due to the width limitations of the buffer. The

specific landscape layout shall be provided at the time of conditional plat for the commercial subdivision. In addition to the landscape buffer, the Petitioner shall develop a plan to retain, refurbish, and/or rebuild the existing columns along Spring Hill Drive and US 19 to be approved by the County Engineer.

aa. The Petitioner shall provide a revised master plan, if necessary, in compliance with all the performance conditions within thirty (30) calendar days of BOCC approval. Failure to submit the revised master plan will result in no further development permits being issued.

3. **Consideration by the BOCC.** This Agreement shall be considered and approved or rejected by the BOCC pursuant to Section 70.51 of the Florida Statutes.

4. **Public Hearings.** If approved by the BOCC, the amendment to or replacement of Resolution 2025-204 shall be considered by the BOCC as a continuation of Rezoning File H-24-82. Such public hearing shall be advertised and comply with all Florida Statutes and County Code provisions regarding the adoption of resolutions.

5. **Entire Agreement.** Subject to approval by the BOCC pursuant to Sections 70.51(21) and (22) of the Florida Statutes, this Agreement sets forth the entire and complete settlement agreement between the Parties relative to this matter and may not be modified or amended except by written agreement executed by all the Parties set forth below. This Agreement may not be modified by oral discussions prior to or after its execution and prior to the BOCC hearing on the FLUEDRA request.

6. **No Admission.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.

7. **Final Disposition.** Pursuant to Sections 70.51(21) and (22) of the Florida Statutes, this Agreement shall be considered by the BOCC within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Sections 70.51(21) and (22) of the Florida Statutes. Approval of this Agreement by the BOCC shall serve as final disposition of all potential claims arising from the denial of the rezoning application for the Subject Property in H-24-82, and the parties intend to be bound by this Agreement's terms.

8. **Counterparts.** This Agreement may be executed by two or more original, photocopy, and/or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute on and the same agreement.

#### **CONCLUSION AND RECOMMENDATION**

Pursuant to Section 70.51 of the Florida Statutes, the first responsibility of the Special Magistrate is to facilitate the resolution of matters in disagreement. To that end, the mediation session was informal in nature and directed towards both a full and complete discussion of the issues and concerns raised by the BOCC and members of the public during the rezoning public hearing and concerns raised by the public during mediation. The mutually acceptable settlement proposal addresses all concerns and has been agreed to by County staff and the Petitioner and satisfies the requirements of Section 70.51 of the Florida Statutes.

The Special Magistrate recommends that the BOCC approve this Agreement and adopt a resolution approving the Petitioner's request for rezoning from PDP(SU) to PDP(GC) to resolve all potential claims arising from the prior denial of the rezoning, including but not limited to, an appeal by petition for writ of certiorari. It is in the Parties' interest to resolve this matter.

RESPECTFULLY SUBMITTED January 27, 2026.

*(Signatures on the Following Page)*

Derek A Schroth, Special Magistrate  
*Florida Bar Certified Expert in Business  
Litigation and Local Government Law*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed  
on this 27th day of January, 2026.

**PETITIONER:**

Meridien Development, LLC

Goefrey Kerth o/b/o Mark Keschl, Manager

**RESPONDENT:**

Hernando County, Florida

Omar DePaolo, Development Services Director

