

RESOLUTION NO. 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, APPROVING A SETTLEMENT AGREEMENT WITH ADAM WEBSTER, WAYNE KARASTURY, AND CIVIL-TECH CONSULTING, LLC O/B/O MOHAMED NAZIR HAMOUI AND NADA HAMOUI, AS TRUSTEES OF THE N & N FAMILY REVOCABLE TRUST DATED OCTOBER 12, 2022, PURSUANT TO THE FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT; APPROVING A MASTER PLAN REVISION ON PROPERTY ZONED PDP(GHC)/PLANNED DEVELOPMENT PROJECT (GENERAL HIGHWAY COMMERCIAL), WITH A SPECIFIC C-2 USE FOR MINI WAREHOUSE STORAGE, WITH DEVIATIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Adam Webster, Wayne Karastury, and Civil-Tech Consulting, LLC o/b/o Mohamed Nazir Hamoui and Nada Hamoui, as Trustees of the N & N Family Revocable Trust Dated October 12, 2022 (“Webster”), applied for relief under the Florida Land Use and Environmental Dispute Resolution Act, Section 70.51, Florida Statutes, regarding denial of Application H-22-58; and

WHEREAS, Hernando County staff and Webster mediated the above dispute on July 27, 2023, and then prepared the Mediated Settlement Agreement attached hereto as **EXHIBIT A**; and

WHEREAS, the Hernando County Board of County Commissioners finds that the Settlement Agreement attached hereto as **EXHIBIT A**, is in the best interest 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. The Mediated Settlement Agreement attached hereto as **EXHIBIT A** is hereby approved.

Section 2. The Master Plan Revision on Property Zoned PDP(GHC)/Planned Development Project (General Highway Commercial), with a specific C-2 use for Mini Warehouse Storage, with Deviations, is hereby approved, pursuant to the Settlement Agreement attached hereto as **EXHIBIT A** (Parcel Key # 1180322).

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

ADOPTED IN REGULAR SESSION THE _____ DAY OF _____ 2023.

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

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
John Allocco
Chairman

(SEAL)

Approved as to Form and Legal
Sufficiency

By: Kyle J. Benda
County Attorney's Office

BEFORE A SPECIAL MASTER
PURSUANT TO s. 70.51, F.S.
HERNANDO COUNTY, FLORIDA

REZONING FILE H-22-58

ADAM WEBSTER and
WAYNE KASTURY,

Petitioners,

vs.

HERNANDO COUNTY, FLORIDA

Respondent.

MEDIATED SETTLEMENT AGREEMENT

This Mediated Settlement Agreement (the “Agreement”) is entered into by and among the Petitioners ADAM WEBSTER and WAYNE KASTURY (“Petitioners”); and the Respondent, HERNANDO COUNTY, FLORIDA (“County”). The undersigned parties who have signed this Agreement (collectively “Parties” and individually “Party”), entered into this Agreement pursuant to the stipulations and agreements reached at the mediation conference held in this matter on, July 27, 2023, before Jimmy D. Crawford, Esquire, pursuant to Section 70.51(17)(a), Florida Statutes, Certified Mediator. The parties have agreed to settle the disputes in this case as follows:

1. The Agreement to be presented to the Board of County Commissioners along with or subsequent to this Settlement Agreement shall include:
 - a. All conditions in the Staff Report for H-22-58 presented to the Board of County Commissioners on November 8, 2022 (“Staff Report”); and conditions requiring:
 - i. Linden entrance/exit shall be used only for the flex space portion of the project, and entrance to the mini-warehouse from Linden shall be prohibited.

Exhibit A

- ii. All facades visible from off-site shall meet primary façade architectural standards.
- iii. No building shall be taller than 20', except uninhabitable architectural features, which shall be a maximum of 30'.
- iv. All buildings shall be single-story.
- v. Mini-warehouse uses shall be limited to:
 - 1. Storage of household or business materials only.
 - 2. No overnight occupancy.
 - 3. No business operations.
 - 4. No storage of hazardous chemicals or materials.
 - 5. No objectionable noise after 9:00 p.m. Strict compliance with the Hernando County Noise Ordinance is required.
- vi. A six-foot vinyl fence or security fence with privacy inserts must be constructed on or near the north boundary. Landscaping shall be provided per code, and may be installed on both sides of the fence if the fence is not located on the property line.
- vii. The existing 6' wooden fence on the west boundary shall remain, and the Applicant shall provide landscape buffer along the fence per County Code.
- viii. Staff Report requirements regarding Land Use Review/Buffers shall be included in the Resolution.
- ix. Staff Report requirements regarding Land Use Review/Landscaping Requirements shall be included in the Resolution.

- x. Mini-warehouse square footage shall be reduced to a maximum of 84,000 square feet.
 - xi. A maximum of 25,000 square feet of flex space shall be allowed.
 - xii. A maximum of 5,000 square feet of office space shall be allowed.
2. The Applicant shall conduct a community meeting at a location to be determined, as near as practicable to the project site, prior to the Board of County Commission consideration of this Settlement Agreement. The Applicant shall give reasonable consideration to issues presented at such community meeting, and may adjust the project design and criteria accordingly, with County staff approval.
3. Non-substantial changes may be included by County staff and approved or denied by the Board of County Commissioners.
4. This Agreement shall be considered and approved or rejected by the Board of County Commissioners pursuant to Section 70.51, Florida Statutes.
5. If approved by the Board of County Commissioners the amendment to or replacement of Resolution 2023-91 shall be considered by the Board of County Commissioners, as a continuation of Rezoning Case H-22-58. Such public hearing shall be advertised and comply with all Florida Statute and County code provisions regarding the adoption of ordinances.
6. **Entire Agreement.** Subject to approval by the Board of County Commissioners pursuant to Section 70.51(21) and (22), F.S., 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.

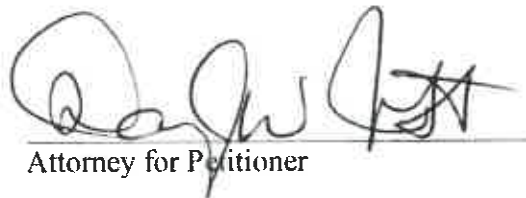
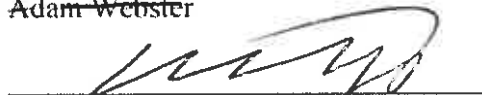
7. **No Admissions.** This Agreement is made as a settlement and compromise of highly contested, disputed claims. No party to it admits any liability or wrongdoing as a result of the execution of this Agreement.

8. **Approval by Board of County Commissioners.** Pursuant to Section 70.51(21) and (22), F.S., this Agreement shall be considered by the Board of County Commissioners within 45 days of execution of this Agreement. Disposition of this Agreement shall be pursuant to the terms of Section 70.51(21) and (22), F.S. Approval of this Agreement by the Board of County Commissioners shall serve as final disposition of H-22-58 at the County level, and the parties shall be bound by its terms.

9. **Counterparts.** This Agreement may be executed by two (2) or more original, photocopy and/or facsimile counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Petitioner

WAYNE KARASTURY
Adam Webster



Attorney for Petitioner

Respondent:

Hernando County, Florida

By: Michelle Miller, Planning Administrator




Jimmy Crawford, Esquire
Special Magistrate



Attorney for Respondent