

**LOCAL GOVERNMENT DEVELOPMENT AGREEMENT FOR  
ZONING AMENDMENT NO. ZN08-6814**

**THIS DEVELOPMENT AGREEMENT** (hereinafter called Agreement) is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter called "COUNTY," and Cash Development, LLC, and Coastal Landfill Disposal of Florida, LLC, hereinafter called "APPLICANTS."

**W I T N E S S E T H:**

**WHEREAS**, the APPLICANTS submitted a zoning amendment, Petition No. 6814 (hereinafter Zoning Amendment), to the COUNTY on July 7, 2008, for a change in zoning from an A-C Agricultural District to an I-1 Light Industrial Park District; and

**WHEREAS**, the property that is subject to the Zoning Amendment (hereinafter Property), as more particularly described in the legal description and sketch as set forth in Exhibit A, attached hereto and incorporated herein, is located on the south side of Houston Avenue, Pasco County, Florida (Parcel ID Nos. 17-24-17-0000-00900-0020 and 17-24-17-0000-00900-0030); and

**WHEREAS**, the Board of County Commissioners as the governing body of the local government having jurisdiction over the Property has the authority to consider and approve this Agreement; and

**WHEREAS**, on October 8, 2008, the Pasco County Planning Commission did recommend approval of the Zoning Amendment to the Board of County Commissioners; and

**WHEREAS**, on October 21, 2008, the Board of County Commissioners did continue the public hearing for the Zoning Amendment to the March 24, 2009, Board of County Commissioners meeting; and

**WHEREAS**, the preceding public hearings were properly conducted in accordance with the requirements of the Pasco County Land Development Code; and

**WHEREAS**, the Board of County Commissioners has reviewed the Zoning Amendment and considered the reports and recommendations made by the Pasco County Planning Commission and the Zoning/Code Compliance Administrator (File No. ZN08-6814).

**NOW, THEREFORE**, the APPLICANTS and COUNTY desire to enter into this Agreement concerning conditions of approval to address concerns raised by a surrounding property owner at the October 21, 2008, hearing:

1. WHEREAS CLAUSES

The WHEREAS clauses set forth above are true and correct and are incorporated herein by reference and made a part of this Agreement.

2. PERFORMANCE STANDARDS

a. Setbacks and Landscaping

The APPLICANTS will comply with the performance standards for industrial activities as set forth in the Pasco County Land Development Code, Section 528.5, for the I-1 Light Industrial Park District. An open yard of not less than 150 feet in width shall be provided where the Property abuts Houston Avenue. Such open yard shall be in lieu of front, side, or rear yards on that portion of the Property which abuts agricultural, commercial, or industrial districts and/or the APPLICANTS' properties. The seventy-five (75) feet of such yard where the Property abuts Houston Avenue may be used for access, but shall not be used for any processing activities, building, parking, or structures other than fences, walls, landscaping, drainage facilities, or signs and shall be improved and maintained with a landscaped buffer where the Property abuts Houston Avenue in accordance with the Pasco County Landscaping and Irrigation Ordinance. The APPLICANTS will provide a Type C Landscaping Buffer where the Parcel ID No. 17-24-17-0000-00900-0020 west boundary directly abuts Parcel ID No. 17-24-17-0000-0B120-0021. The remaining seventy-five (75) feet of the said open yard may be used for access, parking, drainage facilities, the existing ticket house structure, signs, fences, walls, and landscaping, but shall not be used for processing activities, or other buildings or structures.

b. Noise

The materials recycling facility operations shall comply with Pasco County Land Development Code, Section 66-97(3), Noise Limitations, which prohibits industrial zones to exceed the maximum noise levels identified. The APPLICANTS agree to allow personnel and authorized representatives of Pasco County access to the property for the purposes of monitoring compliance.

c. Hours of Operation

Hours of operation shall be similar to the hours of operation for the Construction and Demolition Debris Landfill, which are limited to those daylight hours between 7:00 a.m. and 7:00 p.m. No operations shall be conducted on Sundays. The operator or his employees must be present at the site during all hours of operation. The APPLICANTS agree to operate in a safe and secure manner to minimize any disruption to the natural environment and to comply with all existing ordinances.

d. Permits

The APPLICANTS shall be required to maintain all necessary permits from other regulatory agencies as appropriate. Documentation regarding these agencies' jurisdictional determinations shall be provided to Pasco County Development Review Services Department. The material recovery facility will process materials, such as concrete; wood; asphalt; shingles; cardboard; glass; and other inert, insoluble recyclables that might otherwise end up in the public solid-waste stream. All tonnages for any recycling activities shall be reported to the Pasco County Utilities Recycling and Education Section.

The owners/APPLICANTS shall submit a preliminary/site plan for review and approval in accordance with all requirements of Article 300, Section 306, Development Review Procedures, of the Land Development Code.

If applicable at the time of site plan review, the owners/APPLICANTS shall be required to comply with the Pasco County Comprehensive Plan, Conservation Element, Policy CON 1.1.2, as follows:

1.1.2 Impacts to Listed Species

Pasco County shall require the evaluation and management and/or mitigation of impact to animals listed as endangered, threatened, or species of special concern by requiring that proposed development sites be examined for the presence of plant and animal species listed as threatened, endangered, or of special concern by the Florida Fish and Wildlife Conservation Commission, or the U.S. Fish and Wildlife Service.

Confirmation of an adequate review of potential habitat for listed species shall be provided during the development review process.

In addition to complying with the above conditions, no activity shall commence on site until such time as the owners'/APPLICANTS' acknowledgement portion of the Zoning Petition Review Report and this Agreement are completed (including notarization) and received by the Zoning/Code Compliance Department after the final action.

e. Houston Avenue

The APPLICANTS will repair and improve the unobstructed portion of the twenty-five (25) feet of the unpaved portion of Houston Avenue prior to site plan approval with material equal to or better than open-grade emulsified mix and will obtain whatever authorizations they deem legally necessary to perform the work and maintain it. The APPLICANTS' compliance with this provision addresses any concerns in regards to, or the necessity for, an alternative haul route.

3. DURATION

The duration of this Agreement shall run concurrently with the material recycling facility operations on the site approved pursuant to Petition No. 6814.

4. OMISSION FROM AGREEMENT

The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the APPLICANTS or any of their affiliates or successors and assigns of the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.

5. AGREEMENT RUNS WITH THE LAND AND BINDING EFFECT

This Agreement shall run with the land, and the burdens and benefits of this Agreement shall be binding upon and shall inure to all successors in interest, including all mortgagees, to the parties of this Agreement.

6. NOTICE

Notices required to be given by this Agreement shall be in writing sent by certified U.S. Mail, return receipt requested, addressed to the persons and places specified for giving notice below or to such other person or place specified for giving notice, and shall be designated by written notice in the manner provided above:

PASCO COUNTY: Debra M. Zampetti, Esquire  
Zoning/Code Compliance Dept.  
West Pasco Government Center  
7530 Little Road  
New Port Richey, FL 34654

DEVELOPER: Mr. Eric Cash  
Cash Development, LLC/  
Coastal Landfill Disposal of  
Florida, LLC  
4719 South Cobb Drive  
Smyrna, GA 30080

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto as to the subject matter contained herein and supersedes any and all prior understandings, if any. There are no other oral or written promises, conditions, representations, understandings, or terms of any kind as conditions or inducements to the execution hereof, and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless they are in writing, signed by both parties, and executed in the same manner as this Agreement.

8. MODIFICATION

This Agreement may not be modified except by an instrument in writing signed by both parties.

9. SEVERABILITY

In the event any term or provision of the AGREEMENT shall be held invalid, such invalid term or provision shall not affect the validity of any other term or provision hereof; and all such other terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

10. APPLICABLE LAWS AND VENUE

This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Pasco County, Florida, unless prohibited by law.

11. EFFECTIVE DATE

This Agreement shall not become effective until fully executed by both parties and all time for appeals of this Agreement have expired. This Agreement shall be null and void, and the parties hereto shall have no further obligations hereunder, if the APPLICANTS' Zoning Amendment is not approved by the Board of County Commissioners.

**IN WITNESS WHEREOF**, the parties hereto have executed the foregoing Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(SEAL)

BOARD OF COUNTY COMMISSIONERS  
OF PASCO COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
PAULA S. O'NEIL, CLERK AND COMPTROLLER

\_\_\_\_\_  
JACK MARIANO, CHAIRMAN

COASTAL LANDFILL DISPOSAL  
OF FLORIDA, LLC

CASH DEVELOPMENT, LLC

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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Its \_\_\_\_\_  
Title

Its \_\_\_\_\_  
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