

In Re: Request for Relief Under the Florida Land Use and Environmental Dispute
Resolution Act
VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC (Petitioners)
DESOTO COUNTY BOARD OF COUNTY COMMISSIONERS (Respondent)

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (“Agreement”) is made by and among **VCH HOLDINGS, LLC** (“VHC”), whose principal address is 5389 NW Lily Avenue, Arcadia, Florida 34266, **OSCEOLA ORGANICS, LLC** (“Osceola”) whose principal address is 15051 Frank Jarrell Road, Clermont, Florida 34714 (collectively, the “Petitioners” or “Applicants”), and **DESOTO COUNTY**, a political subdivision of the State of Florida (the “County”), whose mailing address is 201 E. Oak Street, Arcadia, Florida 34266, who are collectively referred to in this Agreement as the “Parties.” This Agreement shall be deemed effective on the date approved by the DeSoto County Board of County Commissioners, as evidenced by execution by the Chairman of the DeSoto County Board of County Commissioners or his designee.

RECITALS

WHEREAS, on or about August 21, 2024, Osceola submitted a Special Use application to the County requesting Special Exception approval to operate a 32-acre biosolids composting facility on VCH’s real property; and

WHEREAS, on March 4, 2025, the DeSoto County Planning Commission held a duly noticed public hearing on Osceola’s application and forwarded its recommended approval to the DeSoto County Board of County Commissioners; and

WHEREAS, on March 25, 2025, the Board of County Commissioners held a duly noticed public hearing on the application and tabled the item until April 22, 2025; and

WHEREAS, on April 22, 2025, the Board of County Commissioners held a second duly noticed public hearing on Osceola’s application, where additional testimony and evidence was presented by County staff, the applicant, and interested parties; and

WHEREAS, following the conclusion of the public hearing on April 22, 2025, the Board of County Commissioners denied Osceola’s application seeking Special Exception approval to operate a biosolids composting facility on VCH’s real property; and

WHEREAS, on May 29, 2025, Petitioners initiated the process prescribed in section 70.51, Florida Statutes, by filing Petitioners’ Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act; and

WHEREAS, on September 3, 2025, the County served its Response to Petitioners’ Request; and

WHEREAS, on October 8, 2025, the Petitioners and the County participated in a public hearing before Special Magistrate Mark P. Barnebey, which resulted in the negotiation of the terms and conditions set forth herein; and

WHEREAS, the October 8, 2025, public hearing was duly noticed in accordance with the provisions of section 70.51(15), Florida Statutes; and

WHEREAS, the Petitioners and the County desire to voluntarily execute this Mediated Settlement Agreement to resolve any and all issues and claims raised in, and related to, Petitioners' Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act.

NOW, THEREFORE, in consideration of the premises, promises, mutual covenants, and conditions contained herein, and each act done pursuant hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by the Parties that:

1. **Effect of Recitals.** The recitals set forth above are true and correct and incorporated by reference into this Agreement.

2. The Petitioners and the County agree, acknowledge, and warrant that this Mediated Settlement Agreement is intended as a comprehensive settlement of all issues raised by the Petitioners in their Request for Relief Under the Florida Land Use and Environmental Dispute Resolution Act, dated May 29, 2025.

3. **Petitioners' Obligations.** In consideration of the terms set forth herein, the Petitioners VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, agree to the following terms, conditions, and obligations. As used in this section, "Applicant" shall mean OSCEOLA ORGANICS, LLC.

a. Applicant agrees to line the leachate collection pond for the facility prior to commencing operation of the biosolids treatment facility.

b. Applicant agrees to construct a three-foot earthen berm around the leachate pond prior to commencing operation of the biosolids treatment facility.

c. Applicant agrees to construct the impervious pad for processing materials at an elevation at least two feet above the 100-year flood plain elevation.

d. Applicant agrees to maintain the elevation of leachate in the leachate pond at a level below 80% of the leachate pond's permitted fluid capacity and will pump down and appropriately dispose of leachate to maintain leachate levels below that threshold. As used herein, "appropriately dispose of" shall mean either disposing the leachates off-site or utilizing the leachate to spray composting materials for purposes of hydration during the curing so long as said spraying of leachate occurs on materials located on the impervious pad for processing said materials.

e. Applicant agrees to develop an emergency management plan for the leachate pond to provide for pump down to the extent feasible dependent on groundwater elevation and

appropriately dispose of leachate, as set forth above, when the National Hurricane Center three-day warning and forecast cone for storm center includes the biosolids treatment facility property. Applicant will provide the emergency management plan to the County prior to commencing operations of the biosolids treatment facility.

f. Applicant agrees to retain an independent third party to collect leachate samples, and retain sample control through transport and testing. Applicant agrees to provide copies of test results required by FDEP Permit Number FLAB07481-001-DW1S to the County at the time of submission to FDEP.

g. Applicant agrees to construct a grassy swale to polish water discharged from the project's surface water management system outfall identified in FDEP Environmental Resource Permit No. 454898-001-E1.

h. Applicant accepts the 12 conditions set forth in the Special Exception Use App. USE-0192-2024, subject to amending Condition No. 7 to provide that County personnel may inspect the site once per year during normal business hours with 24 hours' notice to ensure owner/operator's compliance with the special exception use approval/conditions.

i. Applicant agrees to limit incoming loads of biosolids to 30 truckloads each weekday and to 15 truckloads each Saturday.

4. **County's Obligation(s).** In consideration of the terms set forth herein, the County agrees to adopt an Amended Resolution Approving Special Exception Use Application (USE-0192-2024) for a Class AA Biosolids Processing Facility for Osceola Organics, LLC within the Agricultural-10 Zoning District, for the specific parcels at issue, and incorporating the specific conditions and agreements identified in section 3 of this Agreement immediately above.

5. **No Further Litigation.** In consideration of the terms set forth above, the Petitioners, VCH HOLDINGS, LLC and OSCEOLA ORGANICS, LLC, also hereby agree, on the Petitioners' own behalf as well as any heirs, executors, administrators, and assigns, to waive, release, forever discharge, and voluntarily covenant not to sue the County regarding any actions or omissions that occurred prior to execution of this Agreement in relation to the subject matter of this Agreement. This includes, but is not limited to, claims for appellate, declaratory, and/or injunctive relief, and actions which could have been initiated pursuant to Chapter 70, Florida Statutes, Chapter 86, Florida Statutes, Chapter 163, Florida Statutes, and/or 42 U.S.C. § 1983.

Petitioners hereby affirm that they, individually and/or collectively, have not transferred or assigned to any person or entity any rights, claims, or causes of action which the Petitioners have or might have had against the County. Petitioners also affirm they, individually and/or collectively, have not filed, caused to be filed, or presently are a party to any claim, complaint, or action against the County in any forum or form, other than those specifically enumerated by case number herein. Petitioners further agree that there is no reason to bring any suit, charge, complaint, or similar action against the County relating to the subject matter of this Agreement and that the Petitioners will not do so in the future regarding any matters that existed prior to the execution of this Agreement. Petitioners hereby agree that if they, individually and/or collectively, do file any such

suit, charge, complaint, or similar action relating to the subject matter of this Agreement that existed prior to the execution of this Agreement, that the County may submit a copy of this Agreement to the appropriate court, agency, or other body and that this Agreement shall act as a voluntary dismissal with prejudice by the Petitioners of any such suit, charge, complaint, or similar action.

6. **No Admission of Liability.** The execution of this Agreement is a matter of convenience and shall not be considered as an admission of any fact or liability of any type whatsoever by any of the Parties.

7. **Attorneys' Fees and Costs.** Each Party to this Agreement shall be responsible for its own attorneys' fees and costs incurred in the above-captioned action.

8. **Warranties as to Litigation.** Petitioners warrant there are no other pending lawsuits, Complaints, or Charges filed by the Petitioners, individually and/or collectively, relating to the County other than referenced herein.

9. **Warranties as to Signature.** This Agreement is signed by the Petitioners and by authorized representatives of the County. By signing this Agreement, each signatory declares, represents, and warrants that: (1) the person has the full authority to bind the entity on whose behalf he or she signs this Agreement; (2) the individual and the entity which has granted signatory authority to the individual fully understand the terms of this Agreement and this Agreement constitutes a legal, valid, and binding obligation of the individual and the entity, enforceable in accordance with its terms; (3) the individual and the entity which has granted signatory authority to the individual voluntarily accept the terms of this Agreement for the purpose of compromising, disposing of, and settling the claims identified above; and (4) no other authorization, approval, consent, or court order is required on behalf of such Party.

10. **Subsequent Acts.** Each of the Parties agrees to cooperate fully to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms, conditions, and intent of this Agreement.

11. **Enforceability of Agreement.** The Parties understand and agree that the promises and undertakings set forth herein are the sole consideration for the Agreement, that the conditions stated herein are contractual and not mere recitals, and that all agreements and undertakings on the subject matter hereof are express and embodied herein. Anything herein to the contrary notwithstanding, this Agreement may be fully enforced by any action at law or in equity and nothing herein shall preclude or be construed to preclude any action in law or in equity to enforce the provisions of this Agreement.

12. **Survival.** The representations and warranties set forth herein, and the obligations and covenants of this Agreement, survive the execution of the Agreement.

13. **Full Disclosure.** The Parties acknowledge and agree that each is releasing certain rights and assuming certain duties and obligations which, but for this Agreement, would not have been released or assumed. Accordingly, the Parties agree that this Agreement is fully and adequately

supported by consideration and is fair and reasonable, that the Parties have had the opportunity to consult with and have, in fact, consulted with such experts of their choice as they may have desired, and that they have had the opportunity to discuss this matter with counsel of their choice.

14. **General Provisions.**

- a. This Agreement contains contractual obligations that are not mere recitals.
- b. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of DeSoto.
- c. The Parties agree to the execution of this Agreement in counterparts. Facsimile and scanned copies of this Agreement, and any signatures, shall be considered originals for all purposes.
- d. The Parties acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent, and the resulting document shall not, as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- e. If any provision or term of this Agreement is deemed to be illegal or unenforceable in any respect, such provision or term shall not affect any other provision or term hereof, and this Agreement shall be construed as if the provision or term had never been contained herein.
- f. This Agreement contains the entire agreement of the Parties and no representations, inducements, promises, or agreements between the Parties not contained in this Agreement will be of any force and effect. Any amendments, modifications, additions, or alteration of this Agreement must be in writing and executed with the same formalities as the Agreement.

15. **Representation.** The Parties acknowledge that they are and have been represented by counsel in connection with the negotiation of this Agreement, that the provisions of this Agreement and the legal effect thereof have been fully explained to them, and that they have entered into this Agreement freely, voluntarily, and without coercion or undue influence.

THE SIGNATORIES TO THIS AGREEMENT ACKNOWLEDGE THAT THEY HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND ITS TERMS AND CONDITIONS, AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.

VCH HOLDINGS, LLC

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

Signature: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Date: _____

OSCEOLA ORGANICS, LLC

Signature: _____

Date: _____