

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into this ____ day of _____, 2026, by and between the CITY OF EDGEWATER, FLORIDA (“CITY”), whose address is 104 North Riverside Drive, Edgewater, Florida 32132, and ALL-FLORIDA PLUMBING & ELECTRICAL SUPPLY CO. (“ALL-FLORIDA”), whose address is 1103 South Ridgewood Avenue, Edgewater, Florida 32132, collectively referred to as the “Parties.”

RECITALS

A. ALL-FLORIDA has operated its plumbing and electrical supply business at 1103 South Ridgewood Avenue, Edgewater, Florida since 1995. Since 1995 ALL-FLORIDA has had outdoor storage on its business property.

B. In 2018, ALL-FLORIDA built an addition to its retail building. The addition has at all times relevant to this dispute, been used for storage space. The CITY contends that the addition to the building constitutes an expansion of ALL FLORIDA’S use of the property. ALL-FLORIDA disputes this contention.

C. ALL-FLORIDA was informed by the CITY that due to the alleged expansion of its business, it was required to apply for several variances and a conditional use permit. Specifically, through a code enforcement review, the CITY requested that ALL-FLORIDA apply for a conditional use permit for outdoor storage, along with variances for wall color, building color and height of storage areas.

D. ALL-FLORIDA contends that outdoor storage, wall color, building color, and height of storage areas are legal nonconforming uses and, therefore, no conditional use permit or variances were required. Nevertheless, ALL-FLORIDA complied with the CITY’S request and applied for the conditional use permit (CU-2402) and the variances (VA-2426). At a properly noticed meeting the City of Edgewater Planning & Zoning Board approved both applications.

E. On or about April 18, 2025, Edgewater resident Jennifer Fox submitted an appeal of the approval of CU-2402 and VA-2426 to the Edgewater City Council. On August 4, 2025, the City Council voted 3 to 2 to grant the appeal and deny the conditional use permit and variances.

F. Thereafter, on August 21, 2025, ALL-FLORIDA filed a petition under the Florida Land Use and Environmental Dispute Resolution Act, § 70.51, Florida Statutes. The Petition alleged that the City Council’s decision to deny the conditional use permit and variances violated ALL-FLORIDA’s due process rights under the Florida Constitution, the United States Constitution, and 42 U.S.C § 1983.

G. Subsequently, the CITY began code enforcement action against ALL-FLORIDA relating to its building color, wall color and height of outdoor storage exceeding privacy wall

height (Code Enforcement Case Numbers 24-121696B, 24-121696C, and 24-121696A, respectively). On December 11, 2025, the Code Enforcement Special Magistrate held a hearing and heard testimony under oath, received evidence and heard arguments of counsel. Thereafter, on January 7, 2026, the Code Enforcement Special Magistrate issued three Findings of Fact, Conclusions of Law and Orders. As to the building color, the Special Magistrate found that the building color of “delightful yellow” did not violate the City’s Land Development Code because it was not a garish or gaudy color. As to the wall color the Special Magistrate found that ALL-FLORIDA would need to apply for a permit to change the wall color. Subsequent to the order, ALL-FLORIDA applied for a permit which was issued by the CITY. Therefore, all issues with respect to the building color and wall color have been resolved to the satisfaction of the parties.

H. As to the height of the outdoor storage exceeding the height of the privacy wall the Code Enforcement Special Magistrate found ALL-FLORIDA in violation of the City’s Land Development Code and imposed a daily fine. On January 14, 2026, ALL-FLORIDA filed a Notice of Appeal of that ruling (Code Enforcement Case No. 24-121696A).

I. On January 15, 2026, the Special Magistrate conducted a final hearing pursuant to the Florida Land Use and Environmental Dispute Resolution Act. After hearing evidence and legal argument the Special Magistrate recessed the hearing so that the Parties could attempt to effect a settlement of their dispute.

J. To avoid the time and expense of litigation, the Parties desire to resolve their differences and reach an end, compromise and settlement of all disputes existing and potentially existing between them relating to the request for variances and conditional use permit, the Code Enforcement proceedings, and the Petition under the Florida Land use and Environmental Dispute Resolution Act.

K. To effectuate such settlement and resolution, the Parties agree to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of mutual promises made herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Recitals Incorporated. Each and all of the recitals set forth above are true and correct and are incorporated by reference.

2. Settlement Terms.

a. ALL-FLORIDA agrees to bring the height of all outdoor storage (including the outdoor storage racks) below the lowest top elevation of its eight-foot-tall masonry privacy wall within thirty (30) days of the final approval of this Agreement.

b. The chlorine tank located outside of ALL-FLORIDA's business will be allowed to stay at its current height and configuration and in its current location.

c. The Parties recognize that ALL-FLORIDA has a gate in its privacy wall to allow for product deliveries, etc. The gate in its current configuration will be deemed in compliance with all applicable regulations. ALL-FLORIDA will continue to be allowed to use and open the gate during normal business hours for normal business purposes despite the fact that its outdoor storage will be visible through the open gate. The City acknowledges that the slatted chain link configuration is required for the gate to withstand reasonably anticipated wind loads.

d. ALL-FLORIDA will construct on-street parking spaces through the use of asphalt or concrete in the City's right-of-way between its business and East Turgot Avenue within ninety (90) days from the final approval of this Settlement Agreement. The on-street parking spaces may only be constructed adjacent to the commercially-zoned portion of ALL-FLORIDA's parcel and not along the residentially-zoned portion of the parcel. The construction details for the improved parking within the right-of-way are set forth in paragraph 2(e) below and the specification drawing attached hereto as Exhibit "A." This on-street parking will allow for the unloading of trucks making deliveries to ALL-FLORIDA and will help minimize the impacts to the surrounding residential areas. ALL-FLORIDA will be responsible for all costs for constructing the on-street parking and will be responsible for maintaining the on-street parking areas. After the on-street parking spaces are constructed by ALL-FLORIDA, the CITY will remove the "no-parking" signs from East Turgot Avenue.

e. The scope of work for construction of the on-street parking spaces set forth in paragraph 2(d) is as follows:

- Saw cut the existing edge of pavement
- Excavate approximately 6 inches of existing material within the parking improvement area
- Install 4 inches of Type SP 12.5 asphalt base
- Install 2 inches of SP 12.5 asphalt surface course over the base
- Complete construction in one (1) day, with limited traffic impacts anticipated
- All work shall be performed in accordance with industry best practices.

A Right-of-Way (ROW) permit will be required prior to beginning work; however, no permit fee will be assessed for this activity. Additionally, no design engineering will be required for this permit and no St. Johns River Water Management District water storage will be required.

f. Contemporaneous with the execution of this Agreement, ALL-FLORIDA will execute the On-Street Parking Installation and Hold Harmless Agreement attached hereto as Exhibit "B." The CITY will also execute the On-Street Parking Installation and Hold Harmless Agreement and effect recording of the document in the Public Records of Volusia County, Florida

g. ALL-FLORIDA will have legal non-conforming use status for its business and outdoor storage so long as it continues to operate its plumbing and electrical supply business in the same manner as it has operated since 1995.

h. This Agreement is subject to approval by the Edgewater City Council by a vote at a properly noticed public meeting.

i. Upon approval of this agreement by the Edgewater City Council, the CITY will dismiss Code Enforcement Case No. 24-21696 with prejudice and ALL-FLORIDA will voluntarily dismiss its appeal of the Code Enforcement Order imposing a fine relating to outdoor storage (Code Enforcement Case No. 24-21696A). The CITY will also dismiss Code Enforcement Case No. 25-00122859 and any other pending citations or code enforcement actions arising from land use issues that are covered by this agreement.

3. Governing Law. This Agreement shall be governed by the laws of the State of Florida.

4. Informed Execution. The Parties hereby declare that they have read this Agreement in its entirety, and have received advice of their counsel with respect thereto, and that each fully understands all terms of this Agreement and voluntarily accepts such terms. It is the intent of the Parties that the terms of this Agreement, and the obligations undertaken hereunder, shall survive the execution hereof.

5. No Admission of Liability. The Parties agree that this Agreement is being entered into to avoid the uncertainty and costs of litigation and that it shall not be deemed to be an admission of any kind by the Parties.

6. Negotiated Agreement. The Parties hereby stipulate, covenant and agree that each and every term of this Agreement was fully negotiated and agreed to by the Parties hereto, and consequently neither this Agreement nor any provision hereof shall be construed in favor of or against any of the Parties.

7. Authority to Execute and Bind. The Parties further stipulate, covenant, represent and agree that the persons executing this Agreement on behalf of each party are fully vested with all required authority to execute this Agreement and make it fully binding on the party, and that all requisite actions have been duly taken to bestow such authority.

8. No Reliance on Representations - Entire Agreement. In making this Agreement, neither the CITY nor ALL-FLORIDA is relying upon any representations (whether affirmative or negative, actual or implied, or spoken, written, or inferred from silence) made by any other party or its representatives, agents, employees, or attorneys, except as such representations may be contained in this Agreement, and only to the extent that such representations are explicitly and affirmatively stated herein.

9. Execution in Counterparts. This Agreement may be separately executed in one or more counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument. This Agreement may be executed by facsimile, electronic, or PDF signatures, which shall be as valid and enforceable as an original.

10. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties to resolve all disputes existing and potentially existing between them relating to the request for variances and conditional use permit, the Code Enforcement proceedings, and the Petition under the Florida Land use and Environmental Dispute Resolution Act, that no representations or inducements other than the consideration recited herein have been made, and that the terms of this Agreement are contractual and not a mere recital. This Agreement may not be changed or modified, except by a writing signed by the parties hereto.

11. Severability. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, held invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to the persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. Further Action. Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of the obligations hereunder and to carry out the intent of the parties hereto.

13. Litigation. If any litigation is instituted for the purpose of enforcing or interpreting any provision of this Agreement, the prevailing party or parties, as determined by the court having jurisdiction thereof, shall be entitled to recover, in addition to all other relief, an amount equal to all reasonable costs and expenses incurred in connection therewith, including all reasonable in-house attorneys' fees, attorneys' fees at the trial level and in connection with all appellate proceedings. The venue of any legal proceeding brought in connection with this Agreement or any aspect of the relationship between the parties shall be in Volusia County, Florida.

14. Waiver. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed a waiver of any other provision of this Agreement or of any future breach of the provision so waived.

CITY OF EDGEWATER, FLORIDA

By: _____
Diezel DePew, Mayor

By: _____
Joseph P. Mahoney, City Manager

ALL-FLORIDA PLUMBING &
ELECTRICAL SUPPLY CO.

By: _____
Clayton Beazley, Vice President

Aaron R. Wolfe,
Counsel for City of Edgewater

Edward H. Thompson
Counsel for All-Florida Plumbing &
Electrical Supply Co.