

**SETTLEMENT AGREEMENT BETWEEN THE CITY OF GREEN COVE
SPRINGS, FLORIDA AND LOUIS L. HUNTLEY ENTERPRISES, INC.
AND HLM INVESTMENTS LLC.**

THIS SETTLEMENT AGREEMENT (“Agreement”) is entered into by and between the City of Green Cove Springs, a municipal corporation (the "City"), and Louis L. Huntley Enterprises, Inc. ("LLHE") and HLM Investments LLC ("HLM"). Collectively, LLHE and HLM shall be referred to as "Plaintiffs" and the City, LLHE and HLM shall be collectively referred to as "Parties."

WHEREAS, each Plaintiff owns a parcel of real property within the City's municipal boundaries; and

WHEREAS, LLHE is the legal owner of a 15 acre parcel of real property located at 965 Leonard C. Taylor Parkway, Green Cove Springs, Florida 32043. (PIN 38-06-26-016451-000-00) (the “Huntley Property”); and

WHEREAS, HLM is the legal owner of a 96.08 acre parcel of real property located at Leonard C. Taylor Parkway, Green Cove Springs, Florida 32043 (PIN 38-06-26-016451-003-00) (the “HLM Property”); and

WHEREAS, pursuant to chapter 70 of the Code of Ordinances, the City has imposed various stormwater utility assessments on properties within its municipal boundaries: and

WHEREAS, the City’s stormwater utility assessments consist of two types of charges, a stormwater base charge (the “Base Charge”) and the stormwater usage charge (the “Usage Charge”). There is a dispute between the Plaintiffs and the City as to the amounts due under the City’s Usage Charge that is imposed upon the LLHE Property and the HLM Property. The Base Charge imposed by the City is not in dispute; and

WHEREAS, on September 22, 2025, the Plaintiffs filed a Complaint in the Circuit Court of the Fourth Judicial Circuit in and for Clay County, Florida (Case number 2025 CA 000926) (the "Litigation"), seeking certain relief related to the Usage Charge imposed by the City against the Plaintiffs' properties; and

WHEREAS, the City and the Plaintiffs desire to resolve the Litigation and have entered into this agreement for that purpose.

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants, promises, agreements and undertakings that follow, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree with each other as follows.

AGREEMENT

1. **RECITALS.** The above stated recitals are true and correct and fully incorporated herein.

2. **REFUNDS.** The Parties agree as follows:

A. For FY 2023-2024 and FY 2024-2025

For the Fiscal Years 2023-2024 and 2024-2025, the City applies the following Mitigation Credit analysis to the Parties' properties. Under this analysis, development which meets both the discharge rate and volume attenuation for all required storms at or below pre-developed rates may apply for a credit of up to 95% of the Usage Charge. The City has analyzed the material submitted as to Plaintiffs' properties and determined that they satisfy both the discharge rate and volume attenuation for all required storms at or below pre-developed rates. The City determines that the Plaintiffs' properties are entitled to the Mitigation Credit of 95%.

For the Fiscal Years 2023-2024 and 2024-2025, the City applies the following adjustments to the Usage Charge to the Plaintiffs' properties:

FY 23-24/FY 24-25 Refund Amount

Original Usage Charge \$ 93,600

Adjusted Usage Charge \$ 4,680

Refund Due \$ 88,920 for each Fiscal Year

B. For Fiscal Year 2025-2026

For Fiscal Year 2025-2026, the City applies the same Mitigation Credit as set forth in section 2 A above to Plaintiffs' properties. As the Plaintiffs have not paid the amount for the Usage Charge for FY 2025-2026, the City agrees to amend the tax roll for the Plaintiffs' properties to result in and reflect that the amount owed for the Usage Charge is \$4,680 for FY 2025-2026 for each property.

C. Future Years

For future Fiscal Years subsequent to Fiscal Year 2025-2026, the Plaintiffs are not bound by this Agreement as to future assessments by the City. As such, the Plaintiffs will not be barred from any challenge as a result of their entry into this Agreement and that shall not be deemed a waiver or release of any rights that they may have as to any challenge of future assessments.

3. **RELEASE AND RESERVATION OF RIGHTS.** The Plaintiffs do hereby release and forever discharge the City, including its agents, employees, successors and assigns, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, which they now have or which they may hereafter have, arising out of or in any way relating to the stormwater utility assessments imposed by the City on the Plaintiffs' properties for FY 23-24, FY 24-25 and FY 25-26 and those Fiscal Years prior thereto.

Notwithstanding the above release, the Plaintiffs hereby fully reserve their rights, and this release shall not include or apply to any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, arising from City assessments that may be imposed on the Plaintiffs' properties for Fiscal Years subsequent to Fiscal Year 2025-2026.

4. **PAYMENT.** The total refund amount will be paid to the Plaintiffs for FY 2023-2024 and FY 2024-2025 in the amount of \$177,840.00 shall be made in two payments. Fifty percent (50%) of the due amount shall be paid within sixty (60) days of the dismissal of the lawsuit and the remaining amount due shall be paid by October 31, 2026. Out of convenience for the City, the amounts will be paid in a lump sum amount and the Plaintiffs will be responsible for apportioning the appropriate amounts among the Plaintiffs.

5. **DISMISSAL OF LITIGATION.** Within five (5) days of the approval of this Agreement by the City Council of the City of Green Cove Springs, the Plaintiffs shall cause the Litigation to be dismissed with prejudice, with each of the Parties to bear their own attorneys' fees and costs associated with the Litigation.

6. **BINDING EFFECT.** Except as specifically provided herein, this Agreement shall run with the properties and the rights and the obligations under this Agreement shall benefit, burden, and bind the successors in interest, grantees and assigns of all parties to this Agreement.

7. **NO ADMISSION OF LIABILITY.** The Parties specifically understand and agree that this settlement of the Parties' claims and disputes is a compromise of disputed claims and that the existence of this Agreement or any action taken hereunder shall not be construed as an admission of liability or of the truth of the allegations, claims or contentions of any Party, and that there are no covenants, promises, undertakings or understandings between the Parties outside of this Agreement except as specifically set forth herein.

8. **GOVERNING LAW.** This Agreement, and the rights and obligations of the Parties hereunder shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida. Venue for enforcement of any issue under this Agreement shall be in Clay County, Florida.

9. **SEVERABILITY.** If any provision of this Agreement, or its application to any person, entity or circumstances is specifically held to be invalid or unenforceable by a Court of competent jurisdiction, the remainder of this Agreement and the application of the provisions hereof to other persons, entities or circumstances shall not be affected thereby and, to that end, this

Agreement shall continue to be enforced to the greatest extent possible consistent with the law and the public interest.

10. **FURTHER ASSURANCES.** Each of the parties hereto agrees to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts and assurances as shall be reasonably requested by the other party in order to carry out the intent and purpose of this Agreement and give effect thereto. Without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties hereby declare their intentions to promptly cooperate with each other in effecting the terms of this Agreement and to coordinate the performance of their respective obligations under the terms of this Agreement.

11. **ATTORNEYS' FEES AND COSTS.** The prevailing party in any dispute arising under this Agreement, including without limitation timely payments of amounts due hereunder, shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such dispute, including but not limited to the attorneys' fees and costs incurred on appeal.

12. **ENTIRE AGREEMENT.** This Agreement encompasses the complete agreement between the Parties with regard to the subject matter hereof. This Agreement may only be modified by a written instrument executed by duly authorized representatives of the Parties.

13. **EFFECTIVE DATE.** This Agreement shall take effect upon the date of the last Party to execute it, as indicated below. The City may record this Agreement in the Official Records of Clay County.

14. **NO THIRD-PARTY BENEFICIARIES OR WAIVER OF IMMUNITY.** This Agreement is not intended to create any rights in third parties and shall not be construed as a consent by the City to be sued by third parties or to constitute in any manner a waiver or limitation of the City's sovereign immunity.

15. **JOINT PREPARATION AND INTERPRETATION.** Preparation of this Agreement has been a joint effort of the Parties, with the benefit of counsel. None of the Parties shall be considered the drafter of all or any portion of this Agreement for the purposes of interpreting it; nor shall the Agreement be construed more severely against one of the Parties than the other.

16. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall constitute an original, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart. This Agreement may be executed as facsimile originals or scanned e-mail originals, each of which shall be enforceable and constitute an authorized signature and each copy of this Agreement bearing the authorized transmitted signature of any Party's authorized representative shall be deemed to be an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by its duly authorized representatives on the dates indicated below.

**CITY OF GREEN COVE SPRINGS,
FLORIDA**

By: _____
Daniel M. Johnson, Mayor

Date: _____

Attest: _____
Erin West, City Clerk

**APPROVED AS TO FORM AND
LEGALITY:**

L. J. Arnold III, City Attorney

**LOUIS L. HUNTLEY ENTERPRISES,
INC.**

By: _____

Date: _____

HLM INVESTMENTS LLC

By: _____

Date: _____