

**In The Circuit Court For The Fifth Judicial Circuit
In And For Lake County, Florida**

Shamrock Homes, Inc., Individually and
through Class Representation of a Class
Consisting of Out-of-City Wastewater
Consumers of the City of Eustis, Florida,

Case No. 01-1073 CA 01
Division

Plaintiffs,

vs.

City Of Eustis, a Municipal Corporation
in the State of Florida,

Defendant.

Joint Stipulation For Settlement

This Agreement is made by and between **Shamrock Homes, Inc.**, a Florida Corporation ("Plaintiff") and the **City of Eustis**, a municipal corporation of the state of Florida ("Defendant").

Recitals

Plaintiff has filed the above-styled lawsuit against Defendant now pending in the Circuit Court of the Fifth Judicial Circuit in and for Lake County, Florida, Case No: 01-1073 (the "Litigation"). Plaintiff's suit is an action under FLORIDA STATUTES § 180.191, under FLORIDA STATUTES Chapter 83, and under Florida common law against Defendant for enacting Eustis City Ordinance 00-17 and for collecting wastewater fees pursuant to Eustis City Ordinance 00-17.

In order to avoid the time, expense, and risk of protracted litigation and other valuable consideration, receipt of which is hereby acknowledged by the parties to this Agreement, and in consideration of the mutual covenants contained herein, Plaintiff and Defendant have agreed to settle and compromise the Litigation.

Although this action is styled as a class action, in fact, no class has been certified, and Shamrock Homes, Inc. is the only established Plaintiff in this cause.

Therefore, it is agreed as follows:

1. The unnumbered paragraphs outlined in the Recitals above are true and correct and made a part of this Agreement.

2. Defendant will pay \$7,700.00 to Plaintiff, which amount represents \$7,500.00 in attorney's fees and \$200.00 in costs incurred in initiating and prosecuting this action. Defendant will make payment in the form of a check in the amount of \$7,700.00 to Bowen & Campione, P.A. on or before June 29, 2001. Defendant shall be responsible and liable for its own costs and its own fees incurred by Defendant in participating in this action.

3. Defendant will rebate or credit to each Out-of-City Wastewater Consumer an amount of money equal to the difference between the amount collected from such consumer pursuant to Ordinance 00-17 and 125% of the comparable In-City Wastewater fees charged over the same period of time (hereinafter referred to as the "rebate"). For purposes of this provision, the term "Out-of-City Wastewater Consumer" shall be defined as each person or entity that has paid Defendant for wastewater services pursuant to Eustis City Ordinance 00-17. For purposes of this provision, the term "In-City Wastewater fees" shall be defined as the fees charge by Defendant to each person or entity within the municipal boundaries of the City of Eustis for wastewater services.

Defendant, in its sole discretion, has the option of issuing the rebate through either cash rebate(s) or invoice credit(s) to the Out-of-City Wastewater Consumer; however, the period of time to rebate the Out-of-City Wastewater Consumer shall not extend beyond December 31, 2001. Rebates shall be made to the Consumer's last known address. Any unclaimed rebates shall pass according to applicable law.

4. Defendant will promptly repeal Ordinance 00-117. Nothing in this agreement shall limit Defendant's right to enact future legislation imposing lawful rates.

5. On or before January 30, 2002, the City Clerk of Eustis shall certify in a written instrument addressed to Plaintiff that Defendant has fully complied with the terms and provisions of this Agreement. The written certification will be forwarded directly to Plaintiff's attorney, Bowen and Campione, P.A., at 600 Jennings Avenue, Eustis, Florida 32726.

6. The monies to be paid pursuant to paragraph 2 above, and rebate(s) and/or credit(s) to Out-of-City Wastewater Consumers made pursuant to paragraph 3 above (hereinafter collectively referred to as "Settlement Payment") constitutes full and final settlement of the Litigation, and dismissal with prejudice of Plaintiff's claim against Defendant in the Litigation.

7. Plaintiff and Defendant hereby agree that they will not further prosecute the Litigation and jointly move to dismiss the Litigation with prejudice, as to all claims against Defendant in the Litigation. However, Plaintiff and Defendant also jointly move to have this Court enforce any and all provisions of this Joint Stipulation for Settlement should either party fail to comply with its terms. In the event either party fails to comply with the terms of this Joint Stipulation for Settlement, the Plaintiff or Defendant is entitled to all attorney's fees and costs, including appellate attorney's fees and appellate costs, incurred in attempting to enforce and in enforcing the terms of this Joint Stipulation for Settlement.

8. Plaintiff and Defendant acknowledge that they have read and understand this Agreement, and have executed this Agreement freely and voluntarily. Further, Plaintiff and Defendant represent and warrant that they have had the advice of legal counsel or have voluntarily waived the right to counsel in the negotiation, preparation and execution of this Agreement.


9. Plaintiff and Defendant acknowledge and agree that the payment of the Settlement Amount is not to be construed as an admission of liability, or lack thereof, on the part of either party. It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, liability being expressly denied. Plaintiff and Defendant also acknowledge that Defendant's estimated costs to adequately defend this action will exceed the costs of this settlement.

10. Plaintiff and Defendant hereby agree that this Agreement shall be presented to the Court and shall be considered by the Court as a joint stipulation for settlement for entry and order by the Court approving this Agreement and ordering that the parties comply with it.

11. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signature of each party, or on behalf of each party, appear on each counterpart. It shall be sufficient that the signature of, or on behalf of each party appear on at least one counterpart. All counterparts shall collectively constitute a single binding and enforceable agreement.

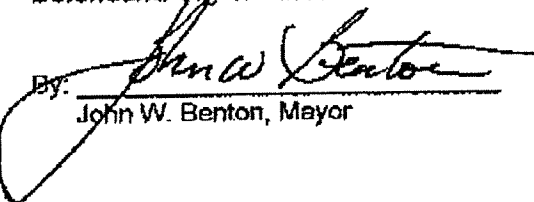
Wherefore, Plaintiff and Defendant have set their hands and seals to this Joint Stipulation of Settlement as of the date indicated below.

Plaintiff: Shamrock Homes, Inc.

By: 
Keith Shamrock, President

Dated: June 8, 2001

Defendant: City of Eustis

By: 
John W. Benton, Mayor

Dated: June 25, 2001

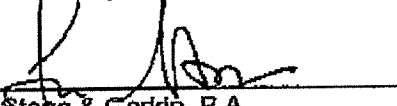
Attested by:


City Clerk

(seal)

City Attorney's Office

The foregoing Joint Stipulation for Settlement is approved as to legal content for use and reliance of the City Commission of the City of Eustis


Stone & Gerkin, P.A.
For The Firm

Dated: June 25, 2001