

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
COLLIER COUNTY, FLORIDA - CIVIL DIVISION

DOUGLAS N. HIGGINS, INC.,

Plaintiff,

CASE NO. 01-4749-CA

vs.

CITY OF NAPLES,

Defendant.

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CITY OF NAPLES,

Counterclaimant,

vs.

DOUGLAS N. HIGGINS, INC.,

and

HARTFORD ACCIDENT AND  
INDEMNITY COMPANY,

Counterclaim Defendants.

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**SETTLEMENT AGREEMENT**

1. This action has been amicably resolved and shall be dismissed with prejudice.
2. Defendant, The City of Naples, agrees to pay and Plaintiff agrees to accept the sum of Four Hundred Twenty Five Thousand Dollars (\$425,000.00) in full and final settlement of any and all claims. No additional payments due under the contract shall be made to Plaintiff.
3. Plaintiff shall execute and deliver to Defendant a full and final release immediately upon the tender of the settlement funds. The parties, through counsel, shall execute and file with the Court a Stipulation and Order for Dismissal with prejudice of all claims and counterclaims within seven (7) days after tender of the settlement funds.
4. Each party shall bear their own costs and attorneys' fees.

5. This Settlement Agreement resolves disputed claims and shall not constitute an admission of liability on the part of any party.

6. The City of Naples agrees that the claims and disputes in this litigation and this settlement shall not affect the eligibility of Plaintiff to submit bids on future projects within the City of Naples in accordance with applicable State law.

7. This Settlement Agreement shall be subject to approval by Naples City Council at a duly noticed public meeting of the Council and shall not be binding on any party until formally accepted and approved by the City Council. This matter shall be set for City Council approval at the next available City Council meeting, which is presently scheduled for November 5, 2003. Payment shall be made within Thirty (30) days of approval by the City Council.

8. City of Naples staff and litigation counsel shall recommend approval of this Settlement Agreement by the City Council.

9. This Settlement Agreement may be executed in counterparts. Signature by facsimile transmission shall be acceptable and binding upon the parties.

D.N. HIGGINS, INC.  
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CITY OF NAPLES

By: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Engineer

HARTFORD ACCIDENT AND  
INDEMNITY COMPANY

\_\_\_\_\_  
Frederick R. Hardt, Esquire  
Attorney for City of Naples

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_  
Donald Hemke, Esquire  
Attorney for Plaintiff and Counter-Defendant,  
Hartford Accident and Indemnity Company