

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is made by and between **L3HARRIS TECHNOLOGIES, INC.**, a Delaware corporation formerly known as Harris Corporation (hereinafter "Tenant") and **MARION COUNTY**, a political subdivision of the State of Florida (hereinafter "Owner"). Tenant and Owner are occasionally individually referred to herein as a Party and collectively as "the Parties." This Agreement shall become effective on the date the last Party affixes its signature to the Agreement (the "Effective Date").

### RECITALS

- A. On December 8, 2001, Owner and M/A-COM Private Radio Systems, Inc., a predecessor of Tenant, entered that certain Antenna Site Agreement permitting Tenant and its predecessors to lease and use space on the Owner's communications tower (hereinafter "Lease"). Tenant was required to pay monthly rent to Owner in accordance with the terms of the Lease.
- B. The stated term of the Lease ended on December 31, 2016 and Tenant continued to pay monthly rent to Owner through June 2021.
- C. A dispute has arisen between Owner and Tenant regarding the amount of rent that Tenant was required to pay to Owner as Tenant might be considered a holdover tenant under the terms of the Lease (the "Lease Dispute").
- D. The Parties now seek to resolve the Lease Dispute without resorting to litigation.

**NOW THEREFORE**, with the above background information fully incorporated into this Agreement by reference herein, in consideration of their mutual covenants and agreements contained herein and for other good and valuable consideration, and intending to be legally bound, the Parties further agree as follows:

#### **1. Compromise Settlement Terms**

Under the terms of this Agreement, Tenant agrees to pay Owner, the amount of Fifty Six Thousand Dollars (\$56,000.00) (the "Settlement Amount"), in full and final settlement of all claims either Party may have against the other Party arising out of or relating to the Lease Dispute. The Settlement Amount shall be paid in full by Tenant to Owner within thirty (30) calendar days after this Agreement is fully executed.

The Parties do hereby agree that Tenant and its assignees may continue to use the communications tower under the terms of the Lease through December 31, 2021, or the earlier date that Owner and the State of Florida, Department of Management Services, assignee of Tenant's interest under the Lease, enter into a new lease agreement before that date. The monthly rent under the Lease from July 1, 2021 through December 31, 2021 shall be Four Thousand Seven Hundred Thirty-Four and 48/100 Dollars (\$ 4,734.48).

#### **2. Mutual Release**

Except for breaches of this Agreement which are not released, each Party and their respective officials, shareholders, directors, officers, agents, representatives, attorneys, insurers and employees, and each of them, mutually remise, release and forever discharge the other Party and its officials, directors, officers, agents, representatives, attorneys, insurers and employees, from and against any and all actual or alleged claims, demands, debts, losses, obligations, liabilities, costs, expenses, rights of

action and causes of action, defenses of any kind or character whatsoever, whether known or unknown, suspected or unsuspected, which they now have or claim to have, or which may at any time hereafter accrue, arising out of, in connection with, in consequence of, in any way involved in or related to the Lease Dispute.

### **3. No Admission of Liability**

This Agreement is the result of a negotiated compromise, and the provisions of this Agreement shall not for any purpose be considered an admission of the truth of the allegations, claims or contentions of either Party against the other Party.

### **4. Confidentiality**

Each of the Parties, including its attorneys, representatives, agents, servants, employees and affiliates, agrees to keep confidential the terms of this Agreement, including any discussions conducted for purposes of the settlement of this matter, the terms of this Agreement, or the amounts paid hereunder, all of which shall be kept confidential ("Confidential Information"). Notwithstanding the foregoing sentence, nothing herein shall prevent any of the Parties from disclosing such Confidential Information to each of their attorneys, accountants, beneficiaries, successors, assigns, insurers and/or to any government agencies or regulatory bodies, or other persons to whom disclosure by a Party is necessary for: (a) the management of its operations and financial affairs (including in connection with the preparation of tax returns, tax and financial planning, (b) matters that Owner must necessarily disclose because it is a public agency and to comply with the Florida Sunshine (public records) Act, (c) the enforcement of this Agreement or any provision thereof, or (d) compliance with a subpoena or notice requesting the production of, or testimony concerning, Confidential Information.

### **5. Successors and Assigns**

This Agreement shall bind and inure to the benefit of the principals, agents, representatives, parents, subsidiaries, affiliates, sureties, successors, heirs and assigns of the Parties hereto.

### **6. Entire Agreement**

The Parties each warrant and represent that no promise, inducement or agreement not expressed herein has been made in connection with this Agreement, and that this Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements and negotiations, whether oral or in writing. It is further expressly understood and agreed that this Agreement may not be altered, amended, modified, or otherwise changed in any respect whatsoever except by a writing duly executed by the authorized representatives of each of the Parties. The Parties hereby agree and acknowledge that they will not claim at any time or place that this Agreement has been orally altered or modified or otherwise changed by oral communication of any kind or character.

### **7. Voluntary Agreement with Advice of Counsel**

Each of the Parties hereto has entered into this Agreement freely and voluntarily and after having consulted with counsel and have had the terms hereof explained to them by counsel. The Parties appreciate and understand the terms hereof and are fully satisfied with the settlement set forth herein.

### **8. Severance of Unenforceable Terms**

If any provision of this Agreement is held, determined, or adjudicated to be invalid, unenforceable, or void for any reason, such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity and enforceability of the remaining provisions.

**9. Execution in Counterparts**

This Agreement may be executed in counterparts and by electronic signature. Each of said counterparts, when so executed and delivered, shall be deemed an original and, taken together, shall constitute but one in the same instrument.

**10. Costs and Attorneys' Fees**

Each Party agrees to pay its own attorneys' fees and costs incurred in this dispute and settlement.

**11. Governing Law**

The Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Florida.

**12. Captions**

Any captions to the paragraphs or the subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision thereof.

**13. Authority to Execute Settlement**

The Parties each warrant that they have the authority to execute this Agreement and that they have not pledged, sold, hypothecated, encumbered, assigned or otherwise set over to any other person or entity, any claim, lien, demand, cause of action, obligation, damage or liability covered hereby.

[This portion of page intentionally left blank. Signatures to follow.]

**14. Execution**

Each of the signatories warrants that the Party for which he or she signs has been correctly identified below. Each signatory further represents that he or she is authorized to sign this Agreement on behalf of the Party for whom he or she signs and to bind that Party to the terms of this Agreement.

**ATTEST:**

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

Print Name: Gregory C. Harrell

Title: Clerk of the Court

For Use and Reliance of Marion County Only,  
Approved as to Form and Legal Sufficiency:

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

Print Name: Elizabeth Alt

Title: Senior Assistant County Attorney

**OWNER:**

**MARION COUNTY**, a political subdivision of  
the State of Florida by its Board of County  
Commissioners

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

Print Name: Jeff Gold

Title: Chairman

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

**TENANT:**

**L3HARRIS TECHNOLOGIES, INC.**,  
Acting through its Public Safety Professional  
Communications Business Sector

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

Name: Michael J. Hayes

Title: VP, PSPC Program Management

Date: September 13, 2021