

IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT  
IN AND FOR MARION COUNTY, FLORIDA

CITY OF OCALA, FLORIDA

CASE NO. 2024-CA-341

Plaintiff,

v.

FIBERPRO NETWORK SERVICES LLC

Defendant.

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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("***Settlement Agreement***") is entered into by and between the City of Ocala, Florida ("***Ocala***") and FiberPro Network Services, LLC ("***FiberPro***") (collectively, "***the Parties***"). The Parties have agreed to a full and final settlement of any and all known and unknown claims between them and arising out of or related in any manner to the above-styled case (the "***Litigation***"), and claims regarding the damage incident raised or which could have been raised in such Litigation (the "***Claim***") and the Reclaim Water Main (the "***Line***") located at or near the area of 1400 SE 25th Avenue, Ocala, Florida in Marion County (the "***Incident Area***") on the terms set forth below.

1. **PAYMENT TO OCALA.** Within 30 days of receipt by all Parties of a fully executed copy of this Settlement Agreement and a fully executed W-9 from Plaintiff's Counsel which has been executed within the prior 6 months, FiberPro will pay OCALA One Hundred Ten Thousand Dollars and zero cents (\$110,000.00) by way of check made payable to The City of Ocala, Florida, 110 SE Watula Ave., Ocala, FL 34471.

2. **DISMISSAL WITH PREJUDICE.** Within 10 days of receipt by OCALA's counsel of

THIS IS A RELEASE: READ CAREFULLY

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the payment listed in Paragraph 1 above, OCALA shall dismiss OCALA's claims in the Litigation with prejudice, with the Parties to bear their own fees and costs.

3. **RELEASE BY OCALA.** OCALA, on behalf of OCALA and OCALA's successors, assigns, agents, heirs, attorneys, and representatives, release and forever discharge FiberPro and their company's respective past and present parent companies, subsidiaries, affiliated entities, partnerships, partners (limited and general), joint venturers, predecessors in interest, successors in interest, insurers, reinsurers, contractors, and assigns, including but not limited to Precision Contracting Services, inc., and each such entity's respective past and present officers, directors, shareholders, members, partners, employees, agents, qualifiers, affiliates, insurers, contractors, subcontractors, materials suppliers, design professionals, and attorneys, including but not limited to Zaldivar Conduit Installers, LLC, from any and all claims or liability of any kind, whether known or unknown, latent or patent, expected or unexpected, whether or not accrued, regardless of any state or federal law to the contrary, that they ever had, now have or hereinafter in the future may have pertaining to, arising out of, or related to the Litigation, the Claim, the damage to the Line and/or interference with the Incident Area discussed in the Litigation, and/or the Claim or claims alleged in any related notices, whether based in tort, contract or any other statutory, common law or other legal theory of recovery, which includes, without limitation, warranty claims, claims for property damage, municipal code violations, including loss of use, damage to personal property, and breach of contract. This release includes a resolution of OCALA's attorneys' fees and costs.

4. **CONSIDERATION.** The Parties to this Settlement Agreement acknowledge that the mutual promises outlined herein are made in exchange for valuable consideration.

5. **NO ADMISSIONS.** The Parties to this Settlement Agreement acknowledge that this is a settlement of disputed claims, and by entering into this Settlement Agreement no party or their insurers is making an admission of liability or insurance coverage or a confession of judgment. Neither the Settlement Agreement nor any part hereof shall be used as evidence in any other matter, dispute resolution, or other proceedings to create, prove, or interpret the respective rights, duties, or obligations of the Parties. This restriction shall not apply to any litigation or proceeding brought to enforce the terms of this Settlement Agreement.

6. **ENTIRE AGREEMENT.** The Parties to this Settlement Agreement agree this document contains the entire agreement between the Parties regarding the matters set forth herein, and this Settlement Agreement shall be binding upon all Parties. If any provision of this Settlement Agreement is determined to be invalid or unenforceable, with the exception of the releases contained above, such provision shall be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable and, in the event no such limiting construction is possible, such invalid or unenforceable provision shall be deemed severed from this Settlement Agreement without effecting the validity of any other provision hereof.

7. **COOPERATION.** The Parties to this Settlement Agreement agree to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Settlement Agreement.

8. **TERMS ARE READ AND UNDERSTOOD.** The Parties to this Settlement Agreement declare that the terms of this Settlement Agreement have been completely read and are fully understood, and voluntarily accepted for the purposes of making a full and final compromise in settlement of any and all claims as described above, disputed or otherwise.

9. **REPRESENTATION BY COUNSEL.** Through the execution of this Settlement Agreement, each party represents it has had the opportunity to be represented by counsel in this matter, had full and fair opportunity to review this Settlement Agreement and secure the advice of counsel before execution, and understands and acknowledges this Settlement Agreement is a binding agreement.

10. **NO ASSIGNMENT OF CLAIMS.** OCALA represents and warrants that OCALA has not sold, assigned, transferred, or conveyed any claim, right, or cause of action related to the Litigation or Claim to any third party (whether person or entity) and are free to enter into this Settlement Agreement without restriction. OCALA acknowledges that FiberPro is relying on OCALA's representation to confirm any claim or potential claim (from any source) that is related to or arises from the matters released in this Settlement Agreement is released and fully discharged and will not survive beyond the date that the final signature is affixed to this Settlement Agreement.

11. **SUCCESSORS AND ASSIGNS.** This Settlement Agreement shall be binding upon the Parties hereto and their respective affiliates, heirs, representatives, agents, grantees, successors, and assigns.

12. **EXECUTION IN COUNTERPARTS.** The Parties to this Settlement Agreement agree that this Settlement Agreement may be executed in counterparts and that signatures transmitted by facsimile or electronically shall be treated as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the City of Ocala, Florida, hereby executes this Agreement on the date(s) set forth below.

CITY OF OCALA, FLORIDA,  
a Florida municipal corporation

\_\_\_\_\_  
By: \_\_\_\_\_, Ire J. Bethea, Sr.,

as

City Council President

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

ATTEST:

\_\_\_\_\_  
By: ANGEL B. JACOBS, as  
City Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
By: WILLIAM E. SEXTON, as  
City Attorney

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, Fiberpro Network Services, LLC, hereby executes this Agreement on the date(s) set forth below.

\_\_\_\_\_  
FiberPro Network Services, LLC

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

| Title: \_\_\_\_\_

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