PREPARED BY AND RETURN TO:

City Attorney's Office 200 NW 1<sup>st</sup> Avenue Delray Beach, FL 33444

## **TERMINATION AGREEMENT AND MUTUAL RELEASE**

## WITNESSETH:

WHEREAS, the Parties entered into the "Parking Compliance Agreement" dated September 21, 2015 ("Agreement"); and,

WHEREAS, the Parties mutually desire to cancel the Agreement; and,

WHEREAS, the Parties desire to release each other from liability under the Agreement pursuant to this Termination Agreement and Mutual Release.

NOW, THEREFORE, in forbearance of real and potential claims, suits and causes of action, and other good and valuable consideration, the sufficiency of which is hereby acknowledged the parties agree as follows:

1. The recitations set forth above are hereby incorporated as if fully set forth herein.

2. The Parties agree to cancel and terminate the "Parking Compliance Agreement" dated September 21, 2015

3. The Parties hereby mutually release each other from any and all claims, suits causes of action and any damages, costs, expenses whatsoever arising under the Agreement, except as expressly set forth in this Termination Agreement.

4. Each party shall bear their own costs and expenses. These costs and expenses include the costs and expenses already incurred or that were anticipated to be incurred by any party in the performance of the Agreement canceled by this Termination Agreement and all costs and attorney's fees associated therewith or incurred as a result of this Termination Agreement.

5. This Termination Agreement, when executed by the parties, renders the Agreement null and void. This Termination Agreement creates no new rights or obligations except as expressly stated herein.

6. This Termination Agreement constitutes the entire agreement between the parties and supersedes all prior verbal or written agreements. All interpretations of this Termination Agreement shall be governed by the laws of the State of Florida.

7. The signatories hereto warrant and agree that they have the authority to execute this Termination Agreement and bind the Parties thereto.

2

**IN WITNESS WHEREOF**, the Parties have caused this Termination Agreement to be executed by its proper officers hereto duly authorized on the year and date first above written.

ATTEST:

## CITY OF DELRAY BEACH, FLORIDA

By:\_\_\_

Cary D. Glickstein, Mayor

City Clerk

Approved as to Form:

City Attorney

WITNESSES:	THE METROPOLITAN AT DELRAY, LLC
(Name printed or typed	By: Badhay Norton (Name printed or typed)
(Name printed or typed)	(CORPORATE SEAL)
STATE OF Floor da	
STATE OF <u>Flowida</u> COUNTY OF <u>Palm Besch</u> The foregoing instrument was acknowledged before me this <u>4</u> day of <u>October</u> ,	
2017 by <u>Bradley Murfon</u> (name of officer or agent, title of officer or agent) of The Metropolitan Charme of corporation acknowledging), a <u>Florida</u>	
(state or place of incorporation) corporation, on behalf of the corporation. He/She is personally	
known to me or has produced	(type of identification) as
identification and did (did not) take an oath.	
JONNA J. ARCHER Notary Public - State of Florida Commission # GG 124452 My Comm. Expires Jul 16, 2021 Bonded through National Notary Assn.	

WITNESSES:

Diego IC Nilsa Hemandez

(Name printed or typed

THONY

(Name printed or typed)

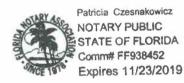
STATE OF Florida. COUNTY OF Drange

SUNTRUST BANK Bv:

(Name printed or typed)

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me this  $3^{-4}$  day of October, 2017 by Thomas Crociata (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_\_ N/A (type of identification) as identification and did (did not) take an oath.



Signature of Notary Public - State of Florida