

## **TERMINATION AGREEMENT AND MUTUAL RELEASE**

**THIS TERMINATION AGREEMENT AND MUTUAL RELEASE** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2017 between the **CITY OF DELRAY BEACH** (“**City**”), a Florida municipal corporation, **ROI CONSTRUCTION, LLC**, a Florida Limited Liability Company (“**ROI**”), and **MATTIE OWENS** (“**Owner**”), who resides at 124 SW 8<sup>th</sup> Street, Delray Beach, FL 33444. The City, ROI, and Mattie Owens will be collectively referred to as the “**Parties**”.

### **W I T N E S S E T H :**

**WHEREAS**, the Parties entered into the “Community Block Grant Housing Rehabilitation Program Agreement” dated April 14, 2017 (“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 “Community Block Grant Housing Rehabilitation Program Agreement” dated April 14, 2017.
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.

[Remainder of Page Intentionally Left Blank]

**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 Clerk

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF DELRAY BEACH, FLORIDA

By: \_\_\_\_\_  
Cary D. Glickstein, Mayor

**ROI CONSTRUCTION, LLC**

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

\_\_\_\_\_  
(Name printed or typed)

(CORPORATE SEAL)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ (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 \_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary Public - State  
of Florida

**OWNER**

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

\_\_\_\_\_  
(Name printed or typed)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017 by \_\_\_\_\_. He/She is personally known to me or has produced  
\_\_\_\_\_ (type of identification) as identification.

\_\_\_\_\_  
Signature of Notary Public - State  
of Florida