

**MUTUAL RELEASE OF ALL CLAIMS BETWEEN WEST
CONSTRUCTION, INC. AND THE CITY OF FORT LAUDERDALE**

KNOW ALL MEN BY THESE PRESENTS, that in consideration for the total sum of FIVE HUNDRED THOUSAND DOLLARS AND 00/100 (\$500,000.00), the receipt and sufficiency of which is hereby acknowledged, WEST CONSTRUCTION, INC. (hereinafter referred to as "West"), its officers, directors, employees, related companies, assigns, agents, administrators and representatives do hereby remise, release, acquit, satisfy and forever discharge the CITY OF FORT LAUDERDALE (hereinafter referred to as the "City"), as well as its present and former mayors, commissioners, police chiefs, officials, agents, administrators, managers, officers, employees, agents, representatives, attorneys and assigns, both in their representative and individual capacities, and who, together with the above named, may be jointly or severally liable to West, none of whom admit any liability but expressly deny any liability, of and from any and all manner of, claims, demands, damages, economic losses, non-economic losses, attorney's fees, costs, expenses, actions and causes of action, rights, covenants, contracts, agreements, judgments, claims and demands or suits whatsoever in law or equity, including claims for punitive damages, extra-contractual claims, contribution, indemnity, bad faith, liens and subrogation, arising from and by reason of any and all known and unknown, foreseen and unforeseen injuries, losses or damages, and the consequences thereof, which heretofore have been, and which hereafter may be sustained by West, and especially from any and all liability and damages which have resulted or may in the future develop in connection with the City of Fort Lauderdale Project 10777D entitled, "South Side School Restoration and Hardy Park Redevelopment" ("Project"). For good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by the City, the City does hereby remise,

release, acquit, satisfy and forever discharge West, its officers, directors, employees, related companies, assigns, and administrators, of and from any and all liability, none of whom admit any liability but expressly deny any liability, of and from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, on account of all losses or damages, known and unknown, which have resulted or may in the future develop in connection with said Project.

This Mutual Release of all Claims includes all claims or causes or action alleged or which could have been alleged between West and the City in that certain lawsuit pending in the Seventeenth Judicial Circuit in and for Broward County, Florida entitled, *West Construction, Inc. v. City of Fort Lauderdale*, which bears Case No. 12-008336 (12). Each party agrees to bear their own attorneys' fees, costs, interest and legal expenses from and in connection with said lawsuit.

IT IS FURTHER declared and understood that this Mutual Release of All Claims does not, in fact, extinguish any liability or responsibility of West or its insurers to defend, indemnify and hold the City harmless for any and all claims, damages or injuries of any third parties arising out of the work performed by West in accordance with terms and conditions of the Contract for the aforesaid construction project entered by and between West and the City on September 7, 2010.

IT IS FURTHER understood and acknowledged that this settlement has been agreed to solely for the express purpose of compromise, adjustment, and settlement of any and all claims, disputed or otherwise, on account of the losses and damages above-mentioned and for the express purpose of precluding forever any further or additional claims between West and the City arising out of the aforesaid Project. The consideration set forth herein is in full satisfaction of any and all claims between West and the City relating to said Project.

IT IS FURTHER declared and represented that no promise or agreement or assignment not herein expressed has been made and that this Mutual Release of All Claims contains the entire agreement between the parties hereto and that the terms of this Mutual Release of All Claims are contractual and not a mere recital.

West and the City hereby declare that they have had the opportunity to consult with and obtain the advice of counsel of their own choice, that the terms of this agreement have been completely read and fully understood, and that the terms of the agreement are voluntarily accepted for the purpose of making a full and final resolution of any and all claims, disputed or otherwise, between West and the City only, on account of the damages above-mentioned, and for the express purpose of precluding forever any further or additional claims between West and the City arising out of the aforesaid construction project.

IT IS FURTHER agreed that the laws of the State of Florida shall govern the validity, construction, interpretation and effect of this agreement.

IN WITNESS WHEREOF, the undersigned Releasor has hereunto set his hand and seal this _____ day of _____, 2013.

Representative of West Construction, Inc.

WITNESS:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of

_____, 2013, by _____ as Representative of West
Construction, Inc., who is personally known to me or who has produced _____
as identification.

NOTARY PUBLIC, State of Florida at Large

Printed Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned Releasor has hereunto set his hand and seal
this _____ day of _____, 2013.

Representative of the City of Fort Lauderdale

WITNESS:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

THE FOREGOING INSTRUMENT was acknowledged before me this ____ day of
_____, 2013, by _____ as Representative of the City of
Fort Lauderdale, who is personally known to me or who has produced _____ as
identification.

NOTARY PUBLIC, State of Florida at Large

Printed Name: _____

My Commission Expires: _____

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: 12008336 12

WEST CONSTRUCTION, INC.,

Plaintiff,

vs.

CITY OF FORT LAUDERDALE,

Defendant.

STIPULATION FOR AND FINAL ORDER OF DISMISSAL WITH PREJUDICE

Plaintiff/Counter-Defendant, WEST CONSTRUCTION, INC., and Defendant/Counter-Claimant, CITY OF FORT LAUDERDALE, (hereinafter collectively referred to as the "parties"), by and through their undersigned attorneys, hereby move this Honorable Court for entry of an Order dismissing this action with prejudice, and in support thereof, state as follows:

1. The parties have settled their differences and have agreed to the entry of a Final Order of Dismissal With Prejudice of this civil action.
2. The parties have executed a Mutual Release of All Claims discharging each other from any and all claims and counterclaims herein.
3. The parties have agreed that each party shall bear its own attorneys' fees and costs, with Plaintiff satisfying all valid liens and subrogated interests, if any, out of the proceeds of this settlement.

Dated: _____

LOREN LAW FIRM
Attorneys for Plaintiff
2000 Palm Beach Lakes Blvd.
Suite 501
West Palm Beach, Florida 33409

By: _____

BRUCE E. LOREN
Fla. Bar No. 294977

Dated: _____

BILLING, COCHRAN, LYLES,
MAURO & RAMSEY, P.A.
Attorneys for Defendant, City of Fort Lauderdale
SunTrust Center, Sixth Floor
515 East Las Olas Blvd.
Fort Lauderdale, Florida 33301

By: _____

W. TUCKER CRAIG
Fla. Bar No. 362182

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: 12008336 12

WEST CONSTRUCTION, INC.,

Plaintiff,

vs.

CITY OF FORT LAUDERDALE,

Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before this Court upon stipulation of the parties and the Court being otherwise advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. That this action is hereby dismissed with prejudice;
2. That each party shall bear its own attorneys' fees and costs, Plaintiff to satisfy all valid liens and subrogated interests, if any, out of the proceeds of this settlement; and
3. Jurisdiction over this action is reserved solely for the purpose of enforcing the terms of the parties' Release of All Claims or this Final Order of Dismissal With Prejudice.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this

____ day of _____, 2013.

CIRCUIT COURT JUDGE

Copies furnished to:
W. Tucker Craig, Esq.
Bruce E. Loren, Esq.