## LIMITED MUTUAL RELEASE OF CLAIMS

THIS LIMITED MUTUAL RELEASE OF CLAIMS ("Mutual Release") is executed on this Are day of Caroline, 2015, by BRICKELL LOT, LLC, a Florida limited liability company, which is located at 1310 Brickell Drive, Fort Lauderdale, FL 33301 and THE CITY OF FORT LAUDERDALE, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301.

THIS MUTUAL RELEASE is executed in connection with and pursuant to that certain Boundary Line Settlement Agreement entered into by and between BRICKELL LOT, LLC and THE CITY OF FORT LAUDERDALE dated August 24, 2015 and recorded September 4, 2015 as Instrument Number 113212671 of the Public Records of Broward County, Florida. Notwithstanding anything here and to the contrary, this Mutual Release shall and does not release either party from any of the terms, conditions and obligations of the Boundary Line Settlement Agreement.

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which from THE CITY OF FORT LAUDERDALE is hereby acknowledged, BRICKELL LOT, LLC voluntarily and knowingly executes this Mutual Release with the express intention of effecting the extinguishment of all claims or obligations of THE CITY OF FORT LAUDERDALE as herein designated.

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which from BRICKELL LOT, LLC is hereby acknowledged, THE CITY OF FORT LAUDERDALE voluntarily and knowingly executes this Mutual Release with the express intention of effecting the extinguishment of all claims or obligations of BRICKELL LOT, LLC as herein designated.

BRICKELL LOT, LLC hereby remises, releases, acquits, satisfies, and forever discharges THE CITY OF FORT LAUDERDALE from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which BRICKELL LOT, LLC ever had, now has, or which any personal representative, successor, heir or assign of BRICKELL LOT, LLC hereafter can, shall or may have, against THE CITY OF FORT LAUDERDALE FLORIDA, for, upon or by reason of any matter, arising out of or relating to the boundary line dispute as to the location of the boundary line between Lot 17 and Lot 18 of the Colee Hammock Plat between the City of Fort Lauderdale and Brickell Lot LLC as more specifically described in the Boundary Line Settlement Agreement.

THE CITY OF FORT LAUDERDALE hereby remises releases, acquits, satisfies, and forever discharges BRICKELL LOT, LLC from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which THE CITY OF FORT LAUDERDALE ever had, now has, or which any personal representative, successor, heir or assign of THE CITY OF FORT LAUDERDALE hereafter can, shall or may have, against BRICKELL LOT, LLC, for, upon or by reason of any matter, arising out of or

have, against BRICKELL LOT, LLC, for, upon or by reason of any matter, arising out of or relating to the arising out of or relating to the boundary line dispute as to the location of the boundary line between Lot 17 and Lot 18 of the Colee Hammock Plat between the City of Fort Lauderdale and Brickell Lot, LLC as more specifically described in the Boundary Line Settlement Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of, 2015.  The undersigned warrant that they have the authority to execute this Release.  BRICKELL LOT, LLC, a Florida limited liability
BRICKELL LOT, LLC, a Florida limited liability
BY: James F. Allen, Manager
STATE OF FLORIDA COUNTY OF BROWARD
The foregoing instrument was acknowledged before me this day of who is possibility as identification.  Notary Public  The foregoing instrument was acknowledged before me this day of who is possibility wh
BRICKELL LOT, LLC, a Florida limited liability company  BY: Sabel C. Allen, Manager, Manager
STATE OF FLORIDA COUNTY OF BROWND  The foregoing instrument was acknowledged before me this day of day of the county, 2015, by Isabel C. Allen, Manager of BRICKELL LOT, LLC, who is personally known to me or who has produced promise the county who has produced produced promise the county who has produced promise the county who has produced produced promise the county who has produced prod

Notary Public

Jeanette A. Musm  Seanette A. Johnson  Print Name  Carla Foster  Print Name	CITY OF FORT LAUDERDALE, a municipal of portion of the State of Florida.  JOHN P. "Jack" SEILER, Mayor  LEE R. FELDMAN, City Manager
STATE OF FLORIDA:	JEFFREY A. MODARELLI, City Clerk Approved as to form:  LYNN SOLOMON Assistant City Attorney
STATE OF FLORIDA: COUNTY OF BROWARD:  The foregoing instrument was acknowledged before by JOHN P. "JACK" SEILER, Mayor of the CITY (of Florida. (SEAL)  JEANETIE A. JOHNSON Notary Public - State of Florida My Comm. Expires Jan 31, 2019 Commission # FF 168303 Bonded through National Notary Assn.	me this 27 day of october, 2015, OF FORT LAUDERDALE, a municipal corporation  Signature: Notary Public, State of Florida  Jeane te A. Johnson Name of Notary Typed, Printed or Stamped
□ Personally Known     STATE OF FLORIDA:     COUNTY OF BROWARD:	
The foregoing instrument was acknowledged befor 2015, by LEE R. FELDMAN, City Manager of the corporation of Florida.  (SEAL)  CARLA A FOSTER  MY COMMISSION # EE 180757  EXPIRES: March 18, 2016  Bonded Thru Budget Hotary Services	

POVQCD 10/30/15 (L)

No Limited Motor Release 10/30/15

## **DOCUMENT ROUTING FORM**

name OF DOCUMENT: Boundary Line betwee and Authorizing the City Manager to Execute an A Date: October 26, 2015	areement with Brickell Lot, LLC	
CAM: 15-0970 ITEM: <u>CR-10</u> CCM: 08/1	8/15 awaiting release	
Routing Origin:  CAO Also attached:	copy of CAM	
City Attorney's Office: Approved as to Manager	Form 2 Originals and Delivered to City	
Assistant City Attorney: <u>LS</u>		
CIP FUNDED YES NO Capital Investment / Community Improvement Projects	Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.	
2) City Manager: Please forward 2 originals to City Clerk's Office.		
INSTRUCTIONS TO CLERK'S OFFICE  3) City Clerk: Please return both originals to Sh	aniece ext. 5036 for recording.	
⊠Original Route form to Shaniece Louis Ext. 5036		

Undated