

This instrument prepared by
and after recording return to:

Steven W. Zelkowitz, Esq.
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Miami, FL 33131
(305) 416-6880

TERMINATION OF MURAL LICENSE AGREEMENT

THIS TERMINATION OF MURAL LICENSE AGREEMENT (the "Termination") is made and entered into as of this ___ day of January, 2018 (the "Termination Date"), by and between **ALAN WASSER, AS TRUSTEE OF THE ALAN WASSER REVOCABLE TRUST DATED AUGUST 12, 1999, AS AMENDED** (the "Owner"), having an address at 19031 N.E. 20th Court, North Miami Beach, Florida 33179 and the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body public and corporate of the State of Florida (the "CRA"), having an address at 400 South Federal Highway, Hallandale Beach, Florida 33009.

RECITALS

1. The CRA and Owner entered into that certain Mural License Agreement with an Effective Date of July 26, 2016 and recorded on August 5, 2016 under Instrument No. 113855081 in the Public Records of Broward County, Florida (the "Agreement") with respect to certain real property, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

2. The CRA and Owner desire to terminate the Agreement.

NOW, THEREFORE for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and Owner agree as follows:

1. Recitals; Defined Terms. The foregoing recitals are true and correct and are incorporated herein by this reference. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

2. Termination of Agreement. The Agreement is hereby terminated effective as of the Termination Date. The CRA and the Owner agree that the provisions of the Agreement shall no longer be binding upon the parties to the Agreement.

3. Release. Effective as of the Termination Date, the Owner and the CRA both hereby release, acquit, remise, and forever discharge each other from any and all claims, damages, demands, liabilities, actions, suits, contracts, judgments and causes of action of

whatever kind and character, in law or in equity, in contract or in tort or public policy, both known and unknown, suspected or unsuspected, disclosed and undisclosed, actual and consequential, including attorneys' fees, costs, expenses, or anything of value whatsoever arising from, related to or in connection with the Agreement. This release shall be given full force and effect according to its terms and provisions, including those relating to unknown and unsuspected claims, damages and causes of action.

4. Miscellaneous. This Termination shall be governed by the laws of the State of Florida. In the event of any litigation regarding this Termination, the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees and costs. This Termination may be executed in any number of counterparts, each of which when taken together shall constitute one in the same document.

5. Authority to Execute Termination. The signing, delivery and performance of this Termination by the undersigned on behalf of each party has been properly authorized and no consent, approval or waiver is required to be obtained from any person or entity in connection therewith.

6. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TERMINATION SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN BROWARD COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS TERMINATION AND THE AGREEMENT.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the CRA and the Owner have respectively executed this Termination as of the day and year written above.

OWNER:

Alan Wasser, as Trustee of the Alan Wasser
Revocable Trust dated August 12, 1999, as amended

STATE OF FLORIDA)
):SS
COUNTY OF BROWARD)

THIS IS TO CERTIFY, that on this _____ day of January, 2018, before me, an officer duly authorized to take acknowledgements in the State of and County aforesaid, personally appeared Alan Wasser, as Trustee of the Alan Wasser Revocable Trust dated August 12, 1999, as amended, who (check one) ☐ is personally known to me or ☐ produced a valid _____
_____ driver's license as identification.

Print or Stamp Name:_____
Notary Public, State of Florida at Large
Commission No. :_____
My Commission Expires:_____

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

ATTEST:

Approved as to form and legal sufficiency:

STATE OF FLORIDA)
)
) : SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of January, 2018, by Roger M. Carlton, as Executive Director of the Hallandale Beach Community Redevelopment Agency, a public body corporate and politic, on behalf of the agency, who (check one) [☐] is personally known to me or [☐] produced a valid _____ driver's license as identification.

Print or Stamp Name: _____
 Notary Public, State of Florida at Large
 Commission No.: _____
 My Commission Expires: _____