

AGREEMENT FOR SETTLEMENT OF ALL CLAIMS

THIS AGREEMENT is made this ____ day of _____, 2015, by and between the City of Margate (hereinafter referred to as "CITY") and the Alzheimer's Family Center, Inc. (hereinafter referred to as "CENTER") to resolve any and all claims or theories for claims by or between the CITY and CENTER.

WHEREAS, CITY had since 1986, funded operating monies to CENTER to be paid back to CITY upon receipt of grants and private donations (with certain exceptions); and

WHEREAS, CITY provided bookkeeping and depository services for monies received by CENTER; and

WHEREAS, the above relationship continued informally until July 11, 2007 when a contract between CITY and CENTER was executed memorializing the relationship between CITY and CENTER; and

WHEREAS, CITY in said contract stated that it provided that the functions of CENTER greatly benefited the residents of Northwest Broward and the City of Margate; and

WHEREAS, CITY has terminated any relationship with CENTER as of May 18, 2015; and

WHEREAS, CITY claims that CENTER owes CITY \$466,934.70 (after subtracting the \$33,179.03 unemployment reserve balance from the amount owed to CITY) for monies advanced by CITY to CENTER that remains unpaid; and

WHEREAS, CENTER disputes the amount and liability of the above; and

WHEREAS, CITY and CENTER wish to amicably resolve all claims that each may have against the other.

NOW THEREFORE, for good and valuable consideration as contained herein, CITY and CENTER agree to the following:

1. That the above WHEREAS clauses are true and correct and made a part of this Agreement.
2. That CENTER shall sell to the Margate Community Redevelopment Agency, a dependent District of the City of Margate (hereinafter referred to as MCRA) the property located at 6280 W. Atlantic Blvd., Margate, FL 33063 (abbreviated legal description - HAMMON HEIGHTS SEC ONE 33-12 B LOT 14 LESS PT DESC IN PAR 134 OF CA 80-9432 FOR RD BLK 1) pursuant to the terms of the contract for sale, a copy of which is attached hereto as Exhibit 1. The Agreement for Settlement shall also include a lease back from the MCRA to CENTER upon the terms as provided in a lease attached hereto as Exhibit 2; which lease back shall be deemed a part of the purchase price to MCRA.

The CITY and CENTER shall execute the sales contract and lease as referred to as Exhibit 1 and 2 to this Agreement, concurrent with the effective date of this Agreement for settlement of all claims.

3. The parties understand and agree that the sale of the CENTER's property to MCRA shall be on an "AS IS" basis. The existing mortgage shall be satisfied by the proceeds of the sale, and as set forth in contract for sale and draft closing statement.

Accordingly, based upon the above,

CITY, and its successors and assigns, shall completely release and forever discharge CENTER, their respective successors and assigns from any and all past, present and future claims, demands, obligations, actions, causes of action, claims, suits, demands, controversies, damages, costs, attorney's fees, interest, expenses and compensation whatsoever, in law, or in equity and compensation of any nature whatsoever, whether based on tort, contract, statute, or any other theory of recovery, which CITY ever had, now has, or hereafter has on account of, or arising out of any matter or thing, which has happened, developed or occurred before the signing of this Agreement. This Agreement specifically includes without limitation a release of all claims which could have been brought with regard to any dealings between the parties whatsoever, and as described in the WHEREAS clauses of this Agreement or the agreement between the parties dated July 11, 2007.

Similarly, the CENTER and its successors and assigns, shall completely release and forever discharge CITY, its respective successors and assigns from any and all past, present and future claims, demands, obligations, actions, causes of action, claims, counterclaims, suits, demands, controversies, damages, costs, attorney's fees, interest, expenses and compensation whatsoever, in law, or in equity and compensation of any nature whatsoever, whether based on tort, contract, statute, or any other theory of recovery, which the CENTER ever had, now has, or hereafter has on account of, or arising out of any matter or thing, which has happened, developed or occurred before the signing of this Agreement. This Agreement specifically includes without limitation a release of all claims which could have been brought with regard to any dealings between the parties whatsoever, and as described in the WHEREAS clauses of this Agreement or the agreement between the parties dated July 11, 2007.

No waiver of this Agreement: The above release and waiver shall not waive the right of either party to enforce this Agreement.

Preparation of Agreement: The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Venue: This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement

shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

Waiver of Jury Trial: The parties to this agreement hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the matters to be accomplished in this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

Effective date: Effective date of this Agreement shall be the date that both parties, through their authorized representatives, have executed this Agreement.

CENTER represents that the individuals signing below have through its Board of Directors, authorized the execution of this Agreement for Settlement of All Claims.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals in duplicate the day and year first above written.

Signed and Sealed in the
Presence of:

ALZHEIMER'S FAMILY CENTER, INC.
a Florida Not for Profit Corporation

Witness signature

By: _____
Title: _____

Witness printed signature

By: _____
Title: _____

Witness signature

Corporate Seal:

Witness printed signature

STATE OF FLORIDA)
)ss
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, as an officer of ALZHEIMER'S FAMILY CENTER, INC., to me well known to be the person who executed the foregoing instrument, or who produced _____ (type of I.D.) and who acknowledged before me that he/she executed the same for the purposes set forth therein.

WITNESS my hand and official seal this ____ day of _____, 2015.

(SEAL)

Notary Public

Printed Name: _____

As to the CITY OF MARGATE, this ____ day of _____, 2015.

CITY OF MARGATE

A Florida municipal corporation

BY: _____
Mayor Joanne Simone

BY: _____
City Manager Douglas E. Smith

ATTEST:

City Clerk Joseph J. Kavanagh

Approved as to form:

City Attorney Eugene M. Steinfeld