

RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That ADA 24 HOURS PLUS, LLC, hereinafter referred to as "first party", for and in consideration of promises set forth in the written Settlement Agreement executed by the CITY OF KEY WEST, together with its officials, employees and agents, both past and present, hereinafter referred to as "second party", the receipt is hereby acknowledged.

(Whenever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals and the officials, agents and employees, successors and assigns of corporations, partnerships or trusts, both past and present wherever the context so admits or requires.)

HEREBY remise, release, acquit, satisfy, and forever discharge the said second party, of and from all and all manner of action and actions, cause or causes of action, suits, debts, dues, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second party, for, upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of these presents with respect to the adoption of City of Key West Ordinance 14-05 and any and all claims which were or could have been brought in the lawsuit styled ADA 24 HOURS PLUS, LLC, a Florida Corporation, Plaintiffs vs. CITY OF KEY WEST, a Florida Municipality, Defendant, in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida, Case No. 14-CA-2005-000451. This Release excludes any claims which may arise in the future with respect to the Settlement Agreement executed by the first party and the second party regarding the settlement of the described lawsuit.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and that payment is not to be construed as an admission of liability on the part of the second party, by whom liability is expressly denied.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2016.

ADA 24 HOURS PLUS, LLC

By: _____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, to me known to be the persons described in the foregoing instrument or who have produced _____ as identification and who did take an oath and he/she acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2016.

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires:

This Instrument Prepared by:
MICHAEL T. BURKE, ESQUIRE
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
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