

This Instrument Prepared By:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Boulevard
Sunrise, Florida 33351

**TERMINATION AND RELEASE
OF RESTRICTIVE (SHARED PARKING) COVENANT**

THIS TERMINATION AND RELEASE OF RESTRICTIVE (SHARED PARKING) COVENANT (this "Release") is entered into this ____ day of _____, 2016, by Sunwest Office Park, LLC and AAA Multitrader Corp (collectively "Declarants") and the CITY OF SUNRISE, a municipal corporation located in the State of Florida (the "City").

WITNESSETH:

WHEREAS, Broward Development Associates, LLC and Appy's World International, LLC entered into a Restrictive (Shared Parking) Covenant (hereinafter "Restrictive Covenant"), which is dated November 16, 2011 and recorded on January 17, 2012, in Official Records Book 48449, at Page 1340, of the Public Records of Broward County, Florida, for the subject property, folio #504009200370 and folio #504009200380; and

WHEREAS, Sunwest Office Park, LLC is the owner in succession to Broward Development Associates, LLC for the property, folio #504009200370, located within the City of Sunrise, Florida; and

WHEREAS, AAA Multitrader Corp is the owner in succession to Appy's World International, LLC for the property, folio #504009200380, located within the City of Sunrise, Florida; and

WHEREAS, pursuant to paragraph 8 of the Restrictive Covenant, the Restrictive Covenant may be terminated in writing that is executed by the City and Declarants, or their successors and/or assigns; and

WHEREAS, Declarants and City now desire to terminate and release the Restrictive (Shared Parking) Covenant.

NOW THEREFORE, in consideration of the provisions of this Release and for other good and valuable consideration, the receipt, the mutuality, and the

sufficiency of which are hereby acknowledged, intending to be legally bound, Declarants and the City do hereby agree as follows:

1. The foregoing Whereas clauses are true and correct and are hereby incorporated by reference.
2. The Restrictive (Shared Parking) Covenant recorded in Official Records Book 48449, Page 1340, of the Public Records of Broward County, Florida, and any conditions or restrictions therein, are hereby terminated, released, and of no further force or effect as of the date hereof.
3. This Release may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument.
4. This Release shall be recorded by Declarants at the expense of Declarants.

IN WITNESS WHEREOF, the parties hereto have entered into this Release as of the date set forth above.

CITY OF SUNRISE, a municipal corporation in the State of Florida

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ of the City of Sunrise, Florida, on behalf of the City.

[Notary Seal]

Notary Public
Printed Name: _____
Title or Rank: _____
Serial Number, if Any: _____
My commission expires: _____

SUNWEST OFFICE PARK, LLC, a Florida Limited Liability Company

By: _____
Name: _____
Title: Managing Member

STATE OF _____)
COUNTY OF _____)

This Termination and Release of Restrictive (Shared Parking) Covenant was acknowledged before me on this _____ day of _____, 2016 by _____ as Managing Member of **SUNWEST OFFICE PARK LLC**, a Florida Limited Liability Company, on behalf of the company.

[Notary Seal]

Notary Public
Printed Name: _____
My commission expires: _____

AAA MULTITRADER CORP a Florida Profit Corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

This Termination and Release of Restrictive (Shared Parking) Covenant was acknowledged before me on this _____ day of _____, 2016 by _____ as _____ of **AAA MULTITRADER CORP** a Florida Profit Corporation, on behalf of the company.

[Notary Seal]

Notary Public
Printed Name: _____
My commission expires: _____