

## SETTLEMENT AGREEMENT AND RELEASE

The parties to this Settlement Agreement and Release ("Agreement") are TRIANGLE ASSOCIATES, INC. ("Triangle") and THE CITY OF DORAL, FLORIDA ("The City").

### RECITALS

**A. WHEREAS**, this Agreement applies to all claims for attorney fees, costs and other damages related to Triangle's motion for entitlement to attorney's fees and other damages dated January 23, 2013 (the "Motion") for which an order was entered granting the Motion on February 13, 2013, in the action styled *The City of Doral, Florida v. Triangle Associates, Inc.*, Case Number 2013-01299 CA 1 (09), filed in the Circuit Court in and for Miami-Dade County, Florida.

**B. WHEREAS**, the parties mutually agree that this Agreement is a compromise of disputed claims and that the terms and conditions of this Agreement are not to be construed as an admission of liability by any of the parties. The parties enter into this Agreement only to avoid the expense and uncertainty of further litigation with regard to the Motion and a hearing scheduled for June 27, 2013 to determine the amount of attorney's fees and other damages awardable to Triangle.

**C. WHEREAS**, the parties acknowledge that this Agreement is entered into in good faith and for no collusive purpose.

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement and for other good and valuable consideration, receipt of which is acknowledged, the parties agree as follows:

1. In consideration of and expressly conditioned upon the full performance of all obligations created by the provisions of this Agreement, Triangle and any other entity, estate, or individual who could make a claim by and through Triangle, or on Triangle's behalf, release and forever discharge The City and its respective, officers, directors, agents, employees (past, present, actual, ostensible and borrowed), successors, attorneys, all past, present and future claims related to attorney fees, costs, other damages, pre-judgment and post-judgment interest in connection with the Motion.

2. In consideration of and expressly conditioned upon a cancellation of the hearing set for June 27, 2013 and a release of all claims related to the Motion and Triangle's attorney's fees and other damages set forth in the Motion, The City will pay to Triangle the total sum of TWENTY THOUSAND FOUR HUNDRED FIFTY-EIGHT DOLLARS (\$20,458.00). Payment will be made to The Martinez Law Firm P.A., Tax Identification No. 27-2864585. Payment shall be made within fourteen (14) days from the date the last party executes this Agreement.



The City of Doral, Florida

Signature

*Luigi Boia*

Date

6/16/2013

Print Name

Luigi Boia

Title

MAYOR of Doral

Triangle Associates, Inc.

Signature

*[Signature]*

Date

6/13/13

Print Name

DANIEL MARTINEZ

Title

COUNSEL FOR TRIANGLE ASSOCIATES, INC

*Joe Carollo*  
JOE CAROLLO, CITY MANAGER

7/2/13  
DATE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE SOLE USE OF THE CITY OF DORAL

*[Signature]*  
JOHN HERIN, CITY ATTORNEY

6/21/13  
DATE

*Barbara Herrera*  
BARBARA HERRERA, CITY CLERK

7/3/13  
DATE