

## LICENSE CANCELLATION AND TERMINATION AGREEMENT

THIS LICENSE CANCELLATION AND TERMINATION AGREEMENT is made and entered into on the date last signed below, by and between the City of Gainesville, hereinafter referred to as "City," and Kenneth R. McGurn and Linda C. McGurn, hereinafter referred to as "McGurn";

WHEREAS, on December 1, 2003, the above parties executed a License Agreement For Use of Parking Garage, for a 99 year term, granting McGurn the use of parking spaces in the City's Southwest Downtown Parking Garage located at 105 S.W. 3<sup>rd</sup> Street, Gainesville, Florida 32601; on April 13, 2004 the parties executed a First Amendment; and on May 15, 2007 the parties executed a Second Amendment (collectively referred to as the "License Agreement"); and

WHEREAS, paragraph 18 of the License Agreement provides terms for early termination of the License; and

WHEREAS, the City has determined that it is fiscally and operationally prudent and in the public interest to effect an early termination of the License Agreement; and

WHEREAS, the parties desire to terminate all of their rights, duties and obligations to each other under the License Agreement, and release each other from all further responsibilities and liabilities under the License, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference into this Agreement as though set forth at length.

2. Termination of License Agreement. The License Agreement shall be immediately terminated upon the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc., which closing is a contingency to this License Cancellation and Termination Agreement. McGurn relinquishes its right to replacement parking under paragraph 18b of the License Agreement, and all things done and to be done under the License Agreement and any other independent, prior, contemporaneous, or subsequent written or oral agreements or understandings relating thereto, or to the license interest thereunder, shall be deemed to have been done, paid, performed and satisfied, as the case may be. The parties agree that neither one shall have any claim against the other for any sums owed, or to be owed, or for any performance

to have been rendered or to be rendered, or for any reason or cause whatsoever relating to, arising out of, or in connection with the License Agreement.

3. Payment. City shall pay McGurn the sum of One Million Nine Hundred Fifty Three Thousand Five Hundred Seventy Nine Dollars (\$1,953,579.00) in accordance with paragraph 18 of the License Agreement, and as full and complete consideration for this cancellation and termination of the License Agreement. Payment shall be made upon the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc.

4. Entire Agreement. This License Cancellation and Termination Agreement is the final and complete expression of the parties in regard to the subject of parking in the City's Southwest Downtown Parking Garage, and supersedes the terms of the License Agreement to the extent of any conflict. This License and Termination Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all of the parties hereto.

5. Expiration. If the closing on the sale of City Lot 10 to Horizon Hospitality Management Inc. does not occur by April 1, 2016 then this License Cancellation and Termination Agreement shall expire, and the terms of the License Agreement shall remain in full force and effect.

6. Recording. This Agreement shall be recorded in the Public Records of Alachua County by April 4, 2016.

IN WITNESS WHEREOF, the parties executed this License and Termination Agreement on the dates indicated below.

**CITY:**  
City of Gainesville

**WITNESSES:**

\_\_\_\_\_  
ANTHONY LYONS, Interim City Mgr

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name of Witness

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015 by Anthony Lyons, as Interim City Manager of the City of Gainesville, a Florida municipality, who is personally known to me or did produce a driver's license as identification, and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA

**MCGURN:**

\_\_\_\_\_  
KENNETH R. MCGURN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness as to both

\_\_\_\_\_  
Printed name of Witness

\_\_\_\_\_  
LINDA C. MCGURN

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Witness as to both

\_\_\_\_\_  
Printed name of Witness

**STATE OF FLORIDA  
COUNTY OF ALACHUA**

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2015 by Kenneth R. McGurn and Linda C. McGurn, who are personally known to me or did produce a driver's license as identification, and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA