

**GENERAL RELEASE OF LIABILITY**

**1. THE PARTIES.** This General Release of Liability (“Release”) made on the undersigned date below is by and between:

Releasor: SRTG DEV Owner, LLC, with a mailing address of 500 Boylston Street, Suite 2010, Boston, Massachusetts 02116 (“Releasor”), that hereby releases:

Releasee: City of Green Cove Springs, Florida, with a mailing address of 321 Walnut Street, Green Cove Springs, FL 32043 (“Releasee”).

**2. THE LIABILITY.** Under the terms of this Release, the sufficiency of which is hereby acknowledged, the Releasor hereby releases and forever discharges the Releasee of any liability with respect to the land area between the former boundary of the landfill and the new limits of the landfill, as more fully set forth in the Affidavit Retracting and Replacing Affidavit to Comply with Chapter 17-7 Florida Administrative Code, Public Landfill and Waste Disposal Site, attached hereto as Exhibit “A,” incorporated herein by reference. For the avoidance of doubt, there shall be no release of liability by Releasor to Releasee for the new landfill boundary.

**3. PAYMENT.** As part of this Release, the Parties agree that no payment by the Releasee is due to the Releasor.

**4. RELEASE.** THEREFORE under the terms of this Agreement, the sufficiency of which is hereby acknowledged, Releasor does hereby release and forever discharge the Releasee including their agents, employees, successors and assigns, and their respective heirs, personal representatives, affiliates, successors and assigns, whether or not herein named, none of whom admit any liability to the undersigned, but all expressly denying liability, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, unless such actions or suits were directly tied to previous actions of Releasee, which now have or may hereafter have, arising out of or in any way relating to any and all injuries and damages, to both person and property, and also any and all injuries and damages that may develop in the future, as a result of or in any way relating to the liability. It is understood and agreed that this Release is made and received in full and complete settlement and satisfaction of any future claims or causes of action; that this Release contains the entire agreement between the Releasor and Releasee; and that the terms of this Release are contractual and not merely a recital. This Release shall be binding upon the undersigned, and its respective heirs, executors, administrators, personal representatives, successors, and assigns.

**Releasor: SRTG DEV Owner, LLC**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Releasee: City of Green Cove Springs**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

Exhibit "A"

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