

STATE OF GEORGIA
CITY OF STOCKBRIDGE

RESOLUTION NO.

R15-649

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF STOCKBRIDGE, TO EXECUTE MUTUAL RELEASE AND SETTLEMENT AGREEMENTS WITH SEVERAL DEFENDANTS CONCERNING CLAIMS IN PENDING LITIGATION

WHEREAS, the Council is the duly elected governing authority of the City of Stockbridge, Georgia (hereinafter, the “City”); and

WHEREAS, the City filed a lawsuit in the Superior Court of Henry County styled *City of Stockbridge v. Thomas Williams, Jr., et al.* (Civil Action Case No. 2014-CV-0716-WC) (hereinafter, the “Litigation”), challenging the legality of an entity known as the Stockbridge Downtown Development Authority (hereinafter, “SDDA”) and the validity of transactions involving that entity; and

WHEREAS, College Place Investors, LLC (hereinafter, “College Place”) is a party to the Litigation due to its sale of real estate to the purported SDDA and Hamilton State Bank is a party to the Litigation due to a previously recorded security interest it held in another real-estate parcel that also was sold to the purported SDDA; and

WHEREAS, the Council finds that it is in the best interest of the City to resolve (1) its claims in the Litigation against College Place under the terms set forth in the Mutual Release and Settlement Agreement attached hereto as Exhibit A; and (2) its claims in the Litigation against Hamilton State Bank under the terms set forth in the Mutual Release and Settlement Agreement attached hereto as Exhibit B.

NOW THEREFORE, the Council of the City of Stockbridge hereby resolves that the City shall enter into the Mutual Release and Settlement Agreements attached hereto as Exhibits

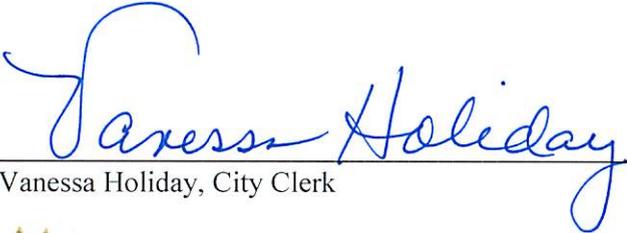
A and B, respectively, and that the Mayor of the City of Stockbridge shall have the authority to execute said agreements.

This Resolution shall be effective immediately upon its adoption.

SO RESOLVED, this 8th day of June, 2015.



Tim L. Thompson, Mayor



Vanessa Holiday, City Clerk



MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (the “Agreement”) is entered into on this 12 day of January, 2015 by and between the CITY OF STOCKBRIDGE (the “City”), a municipal corporation of the State of Georgia, and COLLEGE PLACE INVESTORS, LLC (“College Place”), a Georgia limited liability company. The City and College Place may be referred to herein individually as a “Party” or collectively as “Parties.” The Parties are executing this Agreement with respect to the following matters:

BACKGROUND

WHEREAS, questions exist as to whether legislative efforts in 2013 to establish a City of Stockbridge Downtown Development Authority (the “SDDA”) complied with the law of the State of Georgia (the “Dispute”).

WHEREAS, College Place was the owner of certain real property located at an unnumbered address on North Park Trail in Stockbridge (Tax Parcel Identification Number: 032-01030000) (the “Property”) that it sold to the purported SDDA in a transaction that occurred on or about December 27, 2013 (the “Transaction”). Attached hereto as Exhibit A is the full legal description of the Property.

WHEREAS, seeking guidance on the legal status of the SDDA and the validity of any transactions involving that entity, the City filed a Petition for Declaratory Judgment and Injunctive Relief (the “Action”) against the individuals purporting to be SDDA directors and College Place and other individuals/entities who were parties to real-estate transactions with the SDDA. (City of Stockbridge v. Thomas Williams, Jr., et al.; Superior Court of Henry County, Civil Action Case Number 2014-CV-0716-WC, filed February 28, 2014).

WHEREAS, based upon the terms and conditions set forth in this Agreement, the Parties desire to fully and finally settle, in their entirety, any and all disputes or claims between them arising out of the Transaction and/or the Action.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the City and College Place hereby agree as follows:

TERMS

1. **Conveyance of Interest in the Property.** Within ten (10) business days of the execution by both Parties of this Agreement, College Place shall deliver to the City a fully executed quitclaim deed by which College Place conveys to the City all of its rights, title, and interest, if any, in the Property.

2. **Dismissal of Claims.** Within five (5) business days of the execution by both Parties of this Agreement or within five (5) business days of the City's receipt of the aforementioned fully executed quitclaim deed, whichever occurs later, the City shall execute, file, and serve a motion to dismiss with prejudice its claims in the Action against College Place.
- 3 **Attorney's Fees, Costs, and Expenses.** The Parties shall bear their own costs, attorney's fees, and any other expenses incurred in connection with the Dispute, the Transaction, the Action, and/or this Agreement, and each Party waives the right to make a claim against the other for any costs, attorney's fees, or any other expenses associated with the Dispute, the Transaction, the Action, and/or this Agreement.
4. **Mutual Release.** In consideration of the mutual benefits conferred herein, the Parties, on behalf of themselves, their successors, their predecessors, and their past, present, and future officials, officers, partners, shareholders, interest holders, members, managers, representatives, employees, agents, assigns, family members, and attorneys fully, finally, and forever mutually release the other Party, its successors, its predecessors, and its past, present, and future officials, officers, partners, shareholders, interest holders, members, managers, representatives, employees, agents, assigns, family members, and attorneys from any and all past, present and future, known or unknown, charges, claims, complaints, causes of action, obligations, or demands arising under federal, state, or local law, rule or regulation related to or arising from the Dispute, the Transaction, and/or the Action. This release specifically includes, but is not limited to, any and all claims for punitive damages and any and all claims for attorneys' fees and/or legal expenses that are or may be contemplated by federal or state statutory or common law. The Parties understand and acknowledge that this release constitutes an enforceable contract based upon valid acceptance and consideration.
5. **No Other Claims.** Each Party represents and warrants that, with the exception of enforcing its rights under the terms of this Agreement, it will not hereinafter institute, pursue, or permit to be filed by any other person or entity on their behalf, any claim or action before any federal, state, local administrative, legislative, or judicial body against the other Party arising out of any matter related to the Dispute, the Transaction, and/or the Action.
6. **Knowing and Voluntary Waiver.** The Parties understand and acknowledge the significance and consequence of their specific intention to release any and all claims. The Parties further agree that they have accepted the terms and conditions specified herein as a complete compromise of matters involving disputed issues of law and fact and they assume the risk that the facts or law may be otherwise than they believe. The Parties understand and agree that this Agreement represents a compromise of a disputed claim and is not to be construed as an admission of either Party of liability or wrongdoing, which is expressly denied.
7. **Complete Defense.** Each Party understands that this Agreement and the release and waiver that it contains may be pled as a complete defense to any claim or entitlement which it

may hereafter assert against the other Party in any suit or claim for or on account of any matter or thing related to the Dispute, the Transaction, and/or the Action.

8. **Governing Law.** This Agreement shall be interpreted, enforced, and governed under the laws of the State of Georgia.

9. **Severability.** The provisions of this Agreement are severable. If any part of the Agreement is found to be unenforceable, the remainder of the Agreement will continue to be valid and effective.

10. **Remedies for Breach.** Each Party understands that the terms of this Agreement are contractual in nature and any breach hereof entitles the non-breaching Party to all remedies at law or equity, including, but not limited to damages, specific performance, injunction, and attorneys' fees.

11. **Entire Agreement.** This Agreement sets forth the entire agreement by and among the Parties, with respect to the Dispute, the Transaction, and/or the Action, and fully supersedes any and all prior statements or understandings by and among the Parties pertaining to the subject matter of this Agreement. The Parties affirm that the only consideration for signing this Agreement is stated herein, that no other promise, representation, or agreement of any kind has been made to or with them by any person or entity to cause them to execute this document.

12. **Professional Advice.** The Parties represent and warrant that they have carefully read and fully understand the language, meaning, and intent of this Agreement, that they have had an opportunity to consult with their attorneys before executing it, and that they execute it voluntarily and knowingly.

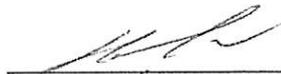
ACCEPTED AND AGREED TO:

CITY OF STOCKBRIDGE, GEORGIA

COLLEGE PLACE INVESTORS, LLC



Tim L. Thompson, Mayor



Name: REX BAKER

Title: CO MANAGER

Date:

6/12/2015

Date:

1-12-15

EXHIBIT A
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 13 of the 6th District of Henry County, Georgia, and being 2.35 acres as shown on that certain Boundary Survey prepared for United Community Bank, Killlearn, Inc. & Stewart Title Guaranty Company, prepared by Robert J. Debien of Moore Bass Consulting, GA R.L.S. #2964, dated 2/24/05, and revised 3/28/05, which said survey is incorporated herein and by reference thereto being more particularly described as follows:

Beginning at an iron pin set on the southwestern right of way line of North Park Place (60'r/w), said iron pin being 550.62 feet westerly as measured along said right of way line from its intersection with the westerly right of way line of Rock Quarry Road; Thence leaving the southwestern right of way line of North Park Place South 54 degrees 23 minutes 13 seconds West 160.53 feet to an iron pin found; thence proceeding North 30 degrees 56 minutes 18 seconds West 37.67 feet to an iron pin set; Thence proceeding North 84 degrees 57 minutes 55 seconds West 50.15 feet to an iron pin set; Thence proceeding North 28 degrees 54 minutes 41 seconds East 46.56 feet to an iron pin set; thence proceeding North 05 degrees 38 minutes 59 seconds West 25.00 feet to an iron pin set; thence proceeding North 49 degrees 28 minutes 43 seconds West 127.74 feet to an iron pin found; thence proceeding North 09 degrees 14 minutes 40 seconds West 98.11 feet to an iron pin set; thence proceeding North 59 degrees 15 minutes 43 seconds West 147.95 feet to an iron pin found; thence proceeding North 08 degrees 22 minutes 39 seconds East 190.11 feet to an iron pin found on the southwestern right of way line of North Park Trail (60'r/w); thence proceeding along the southwestern right of way line of North Park Trail in a southeasterly direction and following the curvature thereof to the right along the arc of a curve to the left of its chord a distance of 65.69 feet, said arc having a radius of 456.97 feet and being subtended by a chord having a bearing and distance of South 69 degrees 35 minutes 28 seconds East 65.64 feet; thence continuing along said right of way line in a southeasterly direction and following the curvature thereof to the right along the arc of a curve to the left of its chord a distance of 127.98 feet, said arc having a radius of 591.54 feet and being subtended by a chord having a bearing and distance of South 59 degrees 15 minutes 52 seconds East 127.73 feet, to an iron pin set; thence continuing along said right of way line South 49 degrees 17 minutes 38 seconds East 18.00 feet to an iron pin set; thence continuing along the said southwestern right of way line of North Park Trail and North Park Place in a southeasterly direction and following the curvature of said rights of way to the right along the arc of a curve to the left of its chord a distance of 205.62 feet, said arc having a radius of 470.00 feet and being subtended by a chord having a bearing and distance of South 36 degrees 45 minutes 37 seconds East 203.99 feet, to an iron pin set on the southwestern right of way line of North Park Place; thence continuing along southwestern right of way line of North Park place South 24 degrees 13 minutes 37 seconds East 207.33 feet to an iron pin set, said iron pin being the point of beginning.

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is entered into on this 20th day of JAN., 2015^{Plus} by and between the CITY OF STOCKBRIDGE (the "City"), a municipal corporation of the State of Georgia, and HAMILTON STATE BANK (the "Bank"). The City and the Bank may be referred to herein individually as a "Party" or collectively as "Parties." The Parties are executing this Agreement with respect to the following matters:

BACKGROUND

WHEREAS, questions exist as to whether legislative efforts in 2013 to establish a City of Stockbridge Downtown Development Authority (the "SDDA") complied with the law of the State of Georgia (the "Dispute").

WHEREAS, the Bank had a previously recorded security interest in certain real property located on North Park Court in Stockbridge (Tax Parcel Identification Number: 032-01030015) (the "Property") that was sold to the purported SDDA in a transaction that occurred on or about December 27, 2013 (the "Transaction"). Attached hereto as Exhibit A is the full legal description of the Property.

WHEREAS, seeking guidance on the legal status of the SDDA and the validity of any transactions involving that entity, the City filed a Petition for Declaratory Judgment and Injunctive Relief (the "Action") against the individuals purporting to be SDDA directors and the Bank and other individuals/entities who were parties to real-estate transactions with the SDDA. (City of Stockbridge v. Thomas Williams, Jr., et al.; Superior Court of Henry County, Civil Action Case Number 2014-CV-0716-WC, filed February 28, 2014).

WHEREAS, based upon the terms and conditions set forth in this Agreement, the Parties desire to fully and finally settle, in their entirety, any and all disputes or claims between them arising out of the Transaction and/or the Action.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the City and the Bank hereby agree as follows:

TERMS

1. Conveyance of Interest in the Property. Within ten (10) business days of the execution by both Parties of this Agreement, the Bank shall deliver to the City a fully executed quitclaim deed by which the Bank conveys to the City all of its rights, title, and interest, if any, in the Property.

2. **Dismissal of Claims.** Within five (5) business days of the execution by both Parties of this Agreement or within five (5) business days of the City's receipt of the aforementioned fully executed quitclaim deed, whichever occurs later, the City shall execute, file, and serve a motion to dismiss with prejudice its claims in the Action against the Bank.
3. **Attorney's Fees, Costs, and Expenses.** The Parties shall bear their own costs, attorney's fees, and any other expenses incurred in connection with the Dispute, the Transaction, the Action, and/or this Agreement, and each Party waives the right to make a claim against the other for any costs, attorney's fees, or any other expenses associated with the Dispute, the Transaction, the Action, and/or this Agreement.
4. **Mutual Release.** In consideration of the mutual benefits conferred herein, the Parties, on behalf of themselves, their successors, their predecessors, and their past, present, and future officials, officers, partners, shareholders, interest holders, members, managers, representatives, employees, agents, assigns, family members, and attorneys fully, finally, and forever mutually release the other Party, its successors, its predecessors, and its past, present, and future officials, officers, partners, shareholders, interest holders, members, managers, representatives, employees, agents, assigns, family members, and attorneys from any and all past, present and future, known or unknown, charges, claims, complaints, causes of action, obligations, or demands arising under federal, state, or local law, rule or regulation related to or arising from the Dispute, the Transaction, and/or the Action. This release specifically includes, but is not limited to, any and all claims for punitive damages and any and all claims for attorney's fees and/or legal expenses that are or may be contemplated by federal or state statutory or common law. The Parties understand and acknowledge that this release constitutes an enforceable contract based upon valid acceptance and consideration.
5. **No Other Claims.** Each Party represents and warrants that, with the exception of enforcing its rights under the terms of this Agreement, it will not hereinafter institute, pursue, or permit to be filed by any other person or entity on their behalf, any claim or action before any federal, state, local administrative, legislative, or judicial body against the other Party arising out of any matter related to the Dispute, the Transaction, and/or the Action.
6. **Knowing and Voluntary Waiver.** The Parties understand and acknowledge the significance and consequence of their specific intention to release any and all claims. The Parties further agree that they have accepted the terms and conditions specified herein as a complete compromise of matters involving disputed issues of law and fact and they assume the risk that the facts or law may be otherwise than they believe. The Parties understand and agree that this Agreement represents a compromise of a disputed claim and is not to be construed as an admission of either Party of liability or wrongdoing, which is expressly denied.
7. **Complete Defense.** Each Party understands that this Agreement and the release and waiver that it contains may be pled as a complete defense to any claim or entitlement which it

may hereafter assert against the other Party in any suit or claim for or on account of any matter or thing related to the Dispute, the Transaction, and/or the Action.

8. **Governing Law.** This Agreement shall be interpreted, enforced, and governed under the laws of the State of Georgia.

9. **Severability.** The provisions of this Agreement are severable. If any part of the Agreement is found to be unenforceable, the remainder of the Agreement will continue to be valid and effective.

10. **Remedies for Breach.** Each Party understands that the terms of this Agreement are contractual in nature and any breach hereof entitles the non-breaching Party to all remedies at law or equity, including, but not limited to damages, specific performance, injunction, and attorney's fees.

11. **Entire Agreement.** This Agreement sets forth the entire agreement by and among the Parties, with respect to the Dispute, the Transaction, and/or the Action, and fully supersedes any and all prior statements or understandings by and among the Parties pertaining to the subject matter of this Agreement. The Parties affirm that the only consideration for signing this Agreement is stated herein, that no other promise, representation, or agreement of any kind has been made to or with them by any person or entity to cause them to execute this document.

12. **Professional Advice.** The Parties represent and warrant that they have carefully read and fully understand the language, meaning, and intent of this Agreement, that they have had an opportunity to consult with their attorneys before executing it, and that they execute it voluntarily and knowingly.

ACCEPTED AND AGREED TO:

CITY OF STOCKBRIDGE, GEORGIA

HAMILTON STATE BANK



Tim L. Thompson, Mayor

XXXXXXXXX, Title CEO

Date: _____

6/12/2015

Date: _____

JAN 20, 2015

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, CONTAINING 2.00 ACRES, LYING AND BEING IN LAND LOTS 20 & 13 OF THE 6TH DISTRICT, HENRY COUNTY, GEORGIA, SHOWN ON PLAT OF SURVEY TITLED "BOUNDARY & TOPOGRAPHICAL SURVEY" DATED 2/15/00, REVISED 3/14/00 AND 3/15/00, PREPARED BY LEONIDAS BURTON SEARS, GEORGIA REGISTERED LAND SURVEYOR #2628, AND BEING MORE PARTICULARLY DESCRIBED ACCORDING THERETO AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE INTERSECTION OF THE SOUTHERN RIGHT OF WAY LINE OF NORTH PARK COURT (R/W VARIES) WITH THE WESTERN RIGHT OF WAY LINE OF NORTH PARK PLACE AND RUN THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERN RIGHT OF WAY LINE OF NORTH PARK PLACE A DISTANCE OF 241.50 FEET TO THE TRUE POINT OF BEGINNING.

FROM THE TRUE POINT OF BEGINNING. RUN THENCE SOUTH 00 DEGREES 55 MINUTES 29 SECONDS WEST, 12.53 FEET TO A POINT; THENCE 10.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 167.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 02 DEGREES 43 MINUTES 15 SECONDS EAST A CHORD DISTANCE OF 10.47 FEET TO AN IRON PIN FOUND; THENCE SOUTH 57 DEGREES 21 MINUTES 13 SECONDS WEST A DISTANCE OF 381.52 FEET TO AN IRON PIN FOUND; THENCE NORTH 34 DEGREES 14 MINUTES 13 SECONDS WEST A DISTANCE OF 118.56 FEET TO AN IRON PIN FOUND; THENCE NORTH 61 DEGREES 05 MINUTES 12 SECONDS WEST A DISTANCE OF 13.17 FEET TO AN IRON PIN SET; THENCE NORTH 09 DEGREES 31 MINUTES 41 SECONDS EAST A DISTANCE OF 209.50 FEET TO AN IRON PIN SET; THENCE NORTH 30 DEGREES 44 MINUTES 33 SECONDS WEST A DISTANCE OF 18.07 FEET TO AN IRON PIN SET; THENCE NORTH 54 DEGREES 11 MINUTES 53 SECONDS EAST A DISTANCE OF 160.09 FEET TO AN IRON PIN SET; THENCE SOUTH 24 DEGREES 12 MINUTES 05 SECONDS EAST A DISTANCE OF 30.70 FEET TO AN IRON PIN FOUND; THENCE 229.95 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 280.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 52 DEGREES 34 MINUTES 01 SECONDS EAST A CHORD DISTANCE OF 223.54 FEET TO AN IRON PIN FOUND; THENCE SOUTH 13 DEGREES 54 MINUTES 23 SECONDS WEST A DISTANCE OF 20.00 FEET TO AN IRON PIN FOUND; THENCE 58.43 FEET ALONG THE ARC OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 300.00 FEET AND BEING SUBTENDED BY A CHORD BEARING SOUTH 81 DEGREES 40 MINUTES 25 SECONDS EAST A CHORD DISTANCE OF 58.34 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING.