

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 entitled *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 and the validity of transactions involving that entity; and

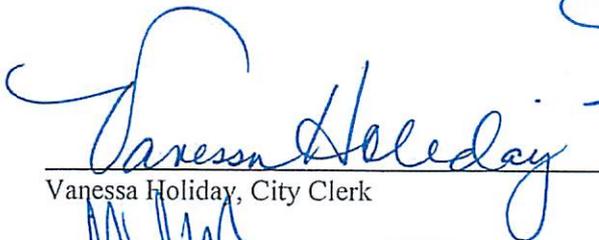
WHEREAS, Teri Gale Galardi, as Trustee of the JEG Family Trust (hereinafter, "Galardi"), and GSKS, LLC (hereinafter, "GSKS") are parties to the Litigation due to their sale of real estate to the purported Stockbridge Downtown Development Authority and Albert Bantley (hereinafter, "Bantley") is a party to the Litigation due to his role as a closing attorney;

WHEREAS, the Council finds that it is in the best interest of the City to resolve (1) its claims in the Litigation against Galardi under the terms set forth in the Mutual Release and Settlement Agreement attached hereto as Exhibit A; (2) its claims in the Litigation against GSKS under the terms set forth in the Mutual Release and Settlement Agreement attached hereto as Exhibit B; and (3) its claims in the Litigation against Bantley under the terms set forth in the Mutual Release and Settlement Agreement attached hereto as Exhibit C.

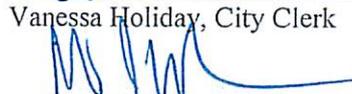
NOW THEREFORE, the Council of the City of Stockbridge hereby resolves that the City shall enter into the Mutual Release and Settlement Agreements attached hereto as Exhibits A and B, and that the Mayor of the City of Stockbridge shall have the authority to execute said agreements.

This Resolution shall be effective immediately upon its adoption.

SO RESOLVED, this 27th day of January, 2015.



Vanessa Holiday, City Clerk



Mike Williams, City Attorney



Tim L. Thompson, Mayor



MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is entered into on this ___ day of December 2014 by and between the CITY OF STOCKBRIDGE (the “City”), a municipal corporation of the State of Georgia; ALBERT G. BANTLEY (“Albert Bantley”); and the law firm of BROCHSTEIN & BANTLEY, P.C., its officers, directors, shareholders, agents, employees, attorneys, successors, and assigns (collectively the “Law Firm”). The City, Albert Bantley, and the Law Firm 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, Albert Bantley performed legal services in the closing of several transactions (the “Transactions”) by which the SDDA purportedly acquired certain real property located in the City and was compensated for his services related to the Transactions.

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, Albert Bantley, and other individuals/entities who were parties to the Transactions. (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 Transactions 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 Albert Bantley hereby agree as follows:

TERMS

1. **Dismissal of Claims.** Within five (5) business days of the execution by both Parties of this Agreement, the City shall execute, file, and serve a motion to dismiss with prejudice its claims in the Action against Albert Bantley.
2. **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

Transactions, 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 Transactions, the Action, and/or this Agreement.

3. **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 Transactions, 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.

4. **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 Transactions, and/or the Action.

5. **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.

6. **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 Transactions, and/or the Action.

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

8. **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.

9. **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.

10. **Entire Agreement.** This Agreement sets forth the entire agreement by and among the Parties, with respect to the Dispute, the Transactions, 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.

11. **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

ALBERT G. BANTLEY



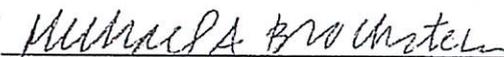
Tim L. Thompson, Mayor

Albert G. Bantley

Date: 1-27-2015

Date: _____

BROCHSTEIN & BANTLEY, P.C.



Michael A. Brochstein, President

Date: 12-4-14

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ACCEPTED AND AGREED TO:

CITY OF STOCKBRIDGE, GEORGIA



Tim L. Thompson, Mayor

Date: 1-27-2015

ALBERT G. BANTLEY



Albert G. Bantley

Date: 12-4-14

BROCHSTEIN & BANTLEY, P.C.

Michael A. Brochstein, President

Date: _____

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT (the "Agreement") is entered into on this ___ day of December, 2014 by and between the CITY OF STOCKBRIDGE (the "City"), a municipal corporation of the State of Georgia, and TERI GALE GALARDI, as Trustee of the JEG FAMILY TRUST (collectively "Galardi"). The City and Galardi 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, Galardi was the owner of certain real property located at an unnumbered address on North Park Court in Stockbridge (Tax Parcel Identification Number: 032-01030015) (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 Galardi 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 Galardi 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, Galardi shall deliver to the City a fully executed quitclaim deed by which Galardi 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 Galardi.
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.

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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:

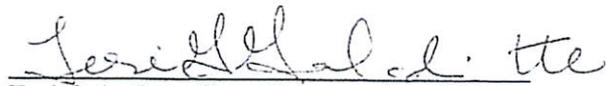
CITY OF STOCKBRIDGE, GEORGIA



Tim L. Thompson, Mayor

Date: 1-27-2015

TERI GALE GALARDI, as TRUSTEE of
the JEG FAMILY TRUST



Teri Gale Galardi, as Trustee of the JEG
Family Trust

Date: 12-3-06

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.

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.

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After Recording, Return to:
Fincher Denmark Williams & Minnifield LLC
8024 Fair Oaks Court
Jonesboro, Georgia 30236

CROSS REFERENCE TO:
BOOK: 12750 PAGE: 38
HENRY COUNTY, GEORGIA

QUITCLAIM DEED

THIS INDENTURE is made as of the 5th day of December, 2014, by and between TERI GALE GALARDI, as Trustee of the JEG FAMILY TRUST, dated November 1, 2006, as party of the first part, hereinafter referred to as "Grantor," and THE CITY OF STOCKBRIDGE, GEORGIA, a municipality incorporated and existing under the laws of the State of Georgia, as party of the second part, hereinafter referred to as "Grantee," the words "Grantor" and "Grantee" to include the neuter, masculine and feminine genders, the singular and the plural.

WITNESSETH THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, in hand paid, the receipt, adequacy, and sufficiency of which are hereby acknowledged by Grantor, has released, remised, and quitclaimed, and by these presents does hereby release, remise, and quitclaim unto Grantee, Grantor's interest in the following described real property (the "Property"):

See Exhibit A attached hereto.

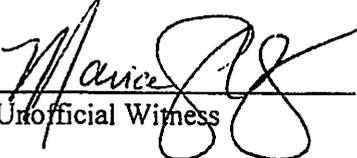
This Deed is given subject to all easements and restrictions of record, if any.

TO HAVE AND TO HOLD the Property unto the Grantee so that neither the Grantor nor its successors or assigns nor any other person or persons claiming under Grantor shall at anytime claim or demand any right, title or interest to the Property.

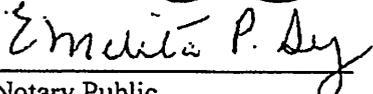
IN WITNESS WHEREOF, the Parties have executed and delivered this instrument under seal, on the day and year first above written.

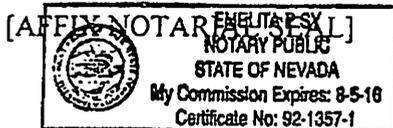
Signed, sealed and delivered
in the presence of:

TERI GALE GALARDI, as Trustee of the JEG
FAMILY TRUST, dated November 1, 2006


Unofficial Witness

By: 
Name: Teri Gale Galardi, Trustee


Notary Public
My Commission Expires: 8/5/16



2015 LIST OF RESOLUTIONS

DATE	RESOLUTION NUMBER	DESCRIPTION
01/12/2015	R15-619	Authorization for City of Stockbridge to enter into an Agreement with Norfolk Southern Railway 5.23 acres Milepost 171.3-H and 172.6 H. \$600.00 annual rental.
01/12/2015	R15-620	To approve (6) six month conditional use for Moss Properties, LLC located at 4518 N. Henry Blvd. for Church/Religious facility. Clarkston First Baptist Church. LL61 District 12 Stockbridge, GA.
01/12/2015	R15-621	To commission a Study Committee to propose to the City Council Street Renaming in honor of Rev. Dr. Martin Luther King Jr. in the City of Stockbridge.
01/12/2015	R15-622	To purchase a wall plaque honoring the King family to be placed in City Hall and cost is not to exceed \$5,000.00.
01/12/2015	R15-623	To appoint Michael Williams City Attorney.
01/27/2015	R15-624	To publish a Notice of Intent to take action to increase Council compensation to become effective January 1, 2016.
01/27/2015	R15-625	Authorizing the Mayor on behalf of the City of Stockbridge to execute Mutual Release of Settlement Agreements with several defendants concerning claims in pending litigation.