

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”) and **JUDY GAINES, GLENN TERRELL GAINES, AND KERITH GAINES SMITH** (hereinafter referred to collectively as “Owners”) for the purpose of resolving all issues related to Hall County’s acquisition of certain property in lieu of condemnation.

WITNESSETH

WHEREAS, on January 2, 2020, the location and design of the Sardis Road Connector Project (Federal Aid Project STP00-0003-00(626)) were approved by the Georgia Department of Transportation and consists of the widening, realignment, and reconstruction of existing roadways and the construction of new roadways to provide a connector roadway between Georgia State Route 53 to the South and Georgia State Route 60 to the North; and

WHEREAS, the Hall County Board of Commissioners (the “Board of Commissioners”) has determined that the Project is a public road purpose permitted by law; and

WHEREAS, the Board of Commissioners has further determined that in order to construct the Project it must acquire, by deed or by condemnation proceedings, certain rights of way and easements; and

WHEREAS, a portion of the properties necessary to be acquired is owned by the Owners; and

WHEREAS, descriptions of the entirety of the properties owned by the Owners are attached hereto as **Attachments 1, 2, and 3** and by reference made a part hereof (said property being hereinafter sometimes referred to as “Parcels 139, 140, and 141” or “Subject Property”); and

WHEREAS, the property described on **Attachment 1** is designated as tax map number

10104 000014D (Parcel 139) by the taxing authorities of Hall County; and

WHEREAS, the property described on **Attachment 2** is designated as tax map number 10104 000052 (Parcel 140) by the taxing authorities of Hall County; and

WHEREAS, the property described on **Attachment 3** is designated as tax map number 10104 000014E (Parcel 141) by the taxing authorities of Hall County; and

WHEREAS, Hall County has determined that the portions of Parcels 139, 140, and 141 are necessary to be acquired in connection with the construction of the Project are as follows:

- (1) A right of way, on Parcel 139, for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, said right of way consisting of 3.991 acres, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 4**, and by reference made a part hereof;
- (2) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.960 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 5**, and by reference made a part hereof; and
- (3) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.466 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 6**, and by reference made a part hereof; and
- (4) A permanent easement, on Parcel 139, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.487 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 7**, and by reference made a part hereof; and
- (5) A temporary demolition easement, on Parcel 139, consisting of 0.157 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 8**, and by reference made a part hereof; and
- (6) A temporary easement, on Parcel 139, for the purpose of constructing slopes, consisting of 0.11 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 9**, and by reference made a part hereof; and
- (7) A permanent easement, on Parcel 140, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.016 acre, more or less.

A metes and bounds description of said easement is attached hereto as **Attachment 10**, and by reference made a part hereof; and

- (8) A right of way, on Parcel 141, for the purpose of acquiring, constructing, and maintaining a right of way along the portion of the Project, said right of way consisting of 0.836 acre, more or less. A metes and bounds description of said right of way is attached hereto as **Attachment 11**, and by reference made a part hereof;
- (9) A permanent easement, on Parcel 141, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.170 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 12**, and by reference made a part hereof; and
- (10) A permanent easement, on Parcel 141, for the purpose of constructing and maintaining slopes and relocating utilities, consisting of 0.050 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 13**, and by reference made a part hereof; and
- (11) A temporary demolition easement, on Parcel 141, consisting of 0.139 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 14**, and by reference made a part hereof; and
- (12) A temporary demolition easement, on Parcel 141, consisting of 0.254 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 15**, and by reference made a part hereof; and
- (13) A temporary demolition easement, on Parcel 141, consisting of 0.154 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 16**, and by reference made a part hereof; and
- (14) A temporary easement, on Parcel 141, for the purpose of constructing slopes, consisting of 0.033 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 17**, and by reference made a part hereof; and
- (15) A temporary easement, on Parcel 141, for the purpose of constructing slopes, consisting of 0.139 acre, more or less. A metes and bounds description of said easement is attached hereto as **Attachment 18**, and by reference made a part hereof; and

WHEREAS, the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for all property rights to be acquired, as described above, and, in exchange for the receipt of such funds and certain right of way plan revisions, the Owners have agreed to forever release, settle, dismiss and waive their claims related to or arising out of any

Condemnation action; and

WHEREAS, before a condemnation action was filed, Hall County and the Owners agreed during negotiations that the total sum of \$3,000,000.00, for the 4.827 acres needed for right of way and 2.149 acres of easements, along with fixtures, business loss, income, and site improvements that would be directly impacted by the Project, is just and adequate compensation for the acquired interests and improvements thereon; and

WHEREAS, the parties have agreed to certain changes to expand the driveway width on Parcel 141. Attached hereto as **Attachment 19** and by reference made a part hereof are the revised plans;

WHEREAS, the parties now desire to settle all claims and avoid any litigation related to Hall County's acquisition of the rights of way and easements required;

NOW, THEREFORE, for and in consideration of the covenants and Agreements herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, Hall County and Owners, intending to be legally bound hereby, do covenant and agree as follows:

1.

Hall County shall pay the Owners, \$3,000,000.00, said sum being agreed by all parties to be just and adequate compensation for the acquired interests, described above, as well as any consequential, impact, or other damages resulting from Hall County's acquisition of said interests.

2.

The parties have negotiated access to the cell tower site, located on Parcel 139, as reflected on **Attachment 19**. Although access to the cell tower is impacted by the Project, the cell tower site is not located on Hall County's acquired interests.

3.

Hall County shall be responsible for awarding relocation expenses to those tenants in buildings located on Parcel 139 (800 North and 800 South) and those buildings located on Parcel 141 (A, 100, 200, 300, and 400), and Owners agree that Hall County shall have discretion in calculating the amount of relocation expenses to be paid. The parties agree that Hall County will not be responsible for any expenses, relocation or otherwise, related to the tenants located on Parcel 140 (500, 600, and 700).

4.

Within ten business days of the execution of this Agreement, Owners shall provide Hall County with an updated list of tenants in buildings A, 100, 200, 300, 400, 800 North, and 800 South and provide certification requested by Croy Engineering for GDOT approval, as required. The tenant list will include the tenants' contact information (address, phone numbers, emails, etc.) as it is available. Owners will also provide the tenants' payment status. In the event a tenant is unable to be located, the Owners will assist Hall County with any required remedial measures.

5.

Pursuant to the terms of this Agreement following approval by the Hall County Board of Commissioners, the parties will close on the purchase and sale of the acquired interests at the offices of Stewart, Melvin & Frost, LLP, at a time to be mutually agreed upon by the parties, but in no event later than _____, 2023.

6.

The parties have read all the terms hereof and understand and voluntarily accept and agree to all the terms hereof, and that they have been adequately represented and advised by their own legal counsel. Further, the parties enter into this Agreement voluntarily and have not assigned to any

other person or party all or any portion of their claims which are the subject of this Agreement, and the parties confirm that no other person or party is subrogated to any of their rights in this matter. Except as otherwise provided for herein, neither this Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof, shall be assignable by any party, without prior written consent of the other party. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Owners and their heirs, successors, assigns, and transferees.

7.

This Agreement was negotiated and is being delivered, executed, and intended to be performed in the State of Georgia, and its terms and conditions shall be construed and enforced in accordance with the laws of this state. The Superior Court of Hall County, Georgia shall have jurisdiction to resolve any disputes, breaches, or other issues that may arise in association with this Agreement.

8.

The parties shall execute, deliver, acknowledge or supply such further documents, instruments and assurances as shall be reasonably necessary or appropriate to carry out the full intent and purposes of this Agreement.

9.

The Agreement shall be constructed as if the Parties jointly prepared the same and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.

10.

No representations as to tax consequences, if any, have been made in the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals on the date set forth hereinabove.

Sworn to and subscribed before me this

JUDY GAINES
(AS TO PARCELS 139, 140, & 141)

_____ day of _____, 2023.

Notary Public

Sworn to and subscribed before me this

GLENN TERRELL GAINES
(AS TO PARCELS 139, 140)

_____ day of _____, 2023.

Notary Public

Sworn to and subscribed before me this

KERITH GAINES SMITH
(AS TO PARCEL 140)

_____ day of _____, 2023.

Notary Public

**HALL COUNTY BOARD OF
COMMISSIONERS**

Richard Higgins, Chairman

ATTEST:
Jennifer Rivera, County Clerk

Approved as to form:

Hall County Attorney
William J. Linkous, III

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