

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”) and **R. PAUL DE KOZAN and VERONICA M. DE KOZAN** (hereinafter referred to as “Owners”).

WITNESSETH

WHEREAS, the Board of Commissioners of Hall County, Georgia (the “Board”) authorized the widening and improvement of Spout Springs Road, which road connects the Town of Braselton, Georgia, and the City of Flowery Branch, Georgia, with such improvements including, but not limited to, improved lanes, bicycle and pedestrian facilities, greater road access management, better roadway curvature to enhance safety, and turn lanes where needed for safer roadway operations (the “Spout Springs Project”); and

WHEREAS, the location and design of the Spout Springs Project (P.I. No. 0015280) (hereinafter "the Project" or "Project") were approved by the Georgia Department of Transportation; and

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

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

WHEREAS, Owners are the owners of real property identified as Parcel 44 on the Department of Transportation Plans of the Project, which said property is also identified as Tax Parcel ID Number 15041 000130 and 7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542 (hereinafter "Parcel 44" or "7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542"). A

description of Parcel 44 is attached hereto as **Attachment 1**, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a right of way in fee simple, which is located on Parcel 44, is necessary for the Project, said right of way consisting of 0.502 acre, more or less. A description of said right of way is attached hereto as **Attachment 2**, and by reference made a part hereof; and

WHEREAS, Hall County has determined that the acquisition of a temporary easement, which is located on Parcel 44, is necessary for the Project, said temporary easement consisting of 0.083 acre, more or less. A description of said right of way is attached hereto as **Attachment 3**, and by reference made a part hereof (said right of way described in the paragraph above and the temporary easement described herein are hereinafter collectively referred to as "Acquired Property"); and

WHEREAS, the parties have agreed that the acquisition of Parcel 44 in its entirety is most beneficial to the parties, and the parties have reached an Agreement with regard to the amount of just and adequate compensation to be received for Parcel 44, and in exchange for the receipt of the just and adequate compensation agreed upon, Owners have agreed to forever release, settle, dismiss and waive their claims related to or arising out of any taking for the Project; and

WHEREAS, Hall County and the Owner negotiated in good faith and have agreed that the total sum of \$623,000.00 is just and adequate compensation for Parcel 44 (including the Acquired Property necessary for the Project), all damages, and all expenses caused by or arising from this acquisition for the Project; and

WHEREAS, the parties desire to settle all claims and avoid any litigation related to Hall County's acquisition of the Acquired Property, and further desire to memorialize the terms of the

purchase of Parcel 44; and

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. The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement. Accordingly, the parties agree that the recitals above are true and accurate and fully incorporated into this Agreement by this reference as if fully set forth herein. The recitals above, therefore, are contractual and not merely recitals.
2. Owners agree to sell to Hall County, and Hall County agrees to purchase from Owners Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542), for the sum of \$623,000.00, to be delivered to Owners no later than June 14, 2024, or as otherwise agreed upon in writing by the parties ("Closing Date"). The parties agree that this transaction is an arm's length transaction.
3. Owners agree that \$623,000.00 for the purchase of Parcel 44 is just and adequate compensation for Parcel 44, consequential damages, relocation benefits, and any other damages or expenses that may result from the acquisition of Parcel 44 for the Project. Owners waive their rights to any claim for additional compensation for the acquisition of Parcel 44.
4. The closing for the purchase and sale of Parcel 44 shall be held at the offices of Stewart, Melvin & Frost, LLP ("the Firm"), on the Closing Date.

5. Owners agree that on the Closing Date and at the closing, Owners shall execute and deliver a good and sufficient Warranty Deed conveying to Hall County Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) in fee simple free and clear of encumbrances.
6. The parties shall execute a closing statement, affidavits, and other documents in the form and substance reasonably necessary to complete closing. The parties further agree to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement
7. Seller shall maintain the Property in good condition and shall maintain adequate insurance covering Parcel 44 and the improvements thereon until and through the Closing Date. Should the improvements on Parcel 44 suffer damage prior to conveyance of title, then this Agreement shall continue in full force and effect, and Owners shall assign to Hall County all rights of Owners to the insurance proceeds due by reason of the damage.
8. Prior to closing, Owners shall secure all improvements located on Parcel 44 by locking all entry ways and windows. Keys to all improvements on Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) shall be delivered at the time of closing to Stewart, Melvin & Frost, LLP.
9. Owners agree to vacate Parcel 44 (7210 Sherwood Mill Drive, Flowery Branch, Georgia 30542) no later than ninety days from the Closing Date.
10. Hall County agrees to pay Owners \$11,908.14 for actual reasonable moving expenses. The parties further acknowledge that any mortgage interest differential payment shall be determined at a later date.
11. Miscellaneous Provisions.

- a. The parties have read all the terms of this Agreement and understand and voluntarily accept and agree to all its terms. Further, the parties have been adequately represented and advised by their own legal counsel or knowingly waive their right to do so. Further, the parties enter into this Agreement voluntarily and have not assigned to any other person or party 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.
- b. 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 Georgia. 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.
- c. This Agreement was jointly prepared by the parties and any uncertainty or ambiguity shall not be construed or interpreted against the drafter.
- d. No representations as to tax consequences, if any, have been made in the provisions of this Agreement.
- e. All property taxes on any property purchased in this Agreement for the current tax year shall be prorated between Owners and Hall County as of the Closing Date.

- f. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.
- g. This Agreement constitutes the sole and entire agreement between the parties hereto and no modification of this agreement shall be binding unless attached hereto and signed by all parties to this agreement. No representation, promise or inducement not included in this contract shall be binding upon any party hereto.

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

_____ day of _____, 2024.
Notary Public

R. PAUL DE KOZAN [SEAL]

Sworn to and subscribed before me this

_____ day of _____, 2024.
Notary Public

VERONICA M. DE KOZAN [SEAL]

HALL COUNTY BOARD OF COMMISSIONERS

Richard Higgins, Chairman

ATTEST:
Jennifer Rivera, County Clerk

Approved as to form:

Hall County Attorney
William J. Linkous, III

ATTACHMENT 1

STATE OF GEORGIA
COUNTY OF HALL
OWNERS: R. Paul & Veronica M. De Kozan
7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44
TAX ID # 15041 000130

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE FRIENDSHIP DISTRICT (G.M.D. 1419) OF HALL COUNTY, GEORGIA, BEING DESIGNATED AS LOT 11 SHERWOOD MILL SUBDIVISION, PHASE TWO, AS PER PLAT RECORDED IN PLAT SLIDE 709, PAGES 175A-176, HALL COUNTY, GEORGIA RECORDS, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE, BEING IMPROVED PROPERTY KNOWN AS 7210 SHERWOOD MILL DRIVE, ACCORDING TO THE PRESENT SYSTEM OF NUMBERING HOUSES IN HALL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY SHOWN ON A PLAT OF SURVEY DATED MAY 14, 2001, PREPARED BY HAMBRICK SURVEYING, INC.

ATTACHMENT 2

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: R. Paul & Veronica M. De Kozan
7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44

TAX ID # 15041 000130

Granted is additional, required right of way, in Fee Simple, based on the plans mentioned herein and more particularly described below.

All that tract or parcel of land lying and being in Georgia Militia District 1419 (Friendship), Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 45.00 feet right of station 11+79.86 per right of way plans prepared by STV Inc. for Hall County Public Works, Widening & Reconstruction of Spout Springs Road dated September 28, 2022;

Thence proceeding thru the property now or formerly of R. Paul & Veronica M. De Kozan along a curve to the left having a radius of 99.00 feet and an arc length of 99.81 feet, being subtended by a chord bearing & distance of South 06°53'32.5" East, 95.63 feet to a point 45.00 feet right of station 10+34.69, said point also being on the exiting northwestern right of way of Sherwood Mill Drive, said right of way being 50 feet in width;

Thence proceeding along said right of way South 41°54'18.8" West, 121.26 feet a point 75.00 feet left of station 10+17.64;

Thence leaving said right of way and proceeding thru the property of R. Paul & Veronica M. De Kozan along a curve to the right having a radius of 219.00 feet and an arc length of 186.10 feet, being subtended by a chord bearing & distance of North 18°12'56.0" East, 180.55 feet to a point 75.00 feet left of station 11+40.00;

Thence South 83°52'18.9" East, 15.00 feet to a point 60.00 feet left of station 11+40.00;

Thence along a curve to the right having a radius of 204.00 feet and an arc length of 93.50 feet, being subtended by a chord bearing & distance of North 19°52'32.1" East, 92.69 feet to a point 60.00 feet left of station 12+06.00;

Thence proceeding along the property now or formerly of Patricia E. & Carl M. Thompson South 48°05'41.1" East, 108.11 feet to the POINT OF BEGINNING.

Said tract contains 21,870.63 square feet or 0.502 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".

ATTACHMENT 3

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: R. Paul & Veronica M. De Kozan
7210 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 44

TAX ID # 15041 000130

Granted is temporary demolition easement, based on the plans mentioned herein, and more particularly described below.

All that tract or parcel of land lying and being in Georgia Militia District 1419 (Friendship), Hall County, Georgia and being more particularly described as follows:

BEGINNING at point lying 75.00 feet left of station 11+00.00 per right of way plans prepared by STV Inc. for Hall County Public Works, Widening & Reconstruction of Spout Springs Road dated September 28, 2022;

Thence along a curve to the left having a radius of 219.00 feet and an arc length of 125.26 feet, being subtended by a chord bearing & distance of South 26°10'23.9" East, 123.56 feet to a point 75.00 feet left of station 10+17.64;

Thence South 41°54'19" West, 15.69 feet to a point 90.62 feet left of station 10+16.71;

Thence North 48°05'41" West, 112.15 feet to a point 125.00 feet left of station 10+78.37;

Thence North 39°36'31" East, 61.87 feet to the POINT OF BEGINNING.

Said tract contains 3,629.51 square feet or 0.083 acres per the aforementioned right of way plans, also attached hereto as "EXHIBIT B".