

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (hereinafter, the “Agreement”) is hereby made and entered into by and between **HALL COUNTY, GEORGIA** (“Hall County”) and **CARL M. AND PATRICIA E. THOMPSON** (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 43 on the Department of Transportation Plans of the Project, which said property is also identified as Tax Parcel ID Number 15041 000131 and 7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542 (hereinafter "Parcel 43" or "7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542"). A

description of Parcel 43 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 43, is necessary for the Project, said right of way consisting of 1.035 acres, 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 43, is necessary for the Project, said temporary easement consisting of 0.185 acre, more or less. A description of said temporary easement 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 in this paragraph are hereinafter collectively referred to as "Acquired Property"); and

WHEREAS, the parties have agreed that the acquisition of Parcel 43 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 43, 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 \$610,302.00 is just and adequate compensation for Parcel 43 (including the Acquired Property necessary for the Project), all damages, and all expenses (except the mortgage interest differential which will be resolved at a later date) 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 43; 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 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) in its entirety and more fully described in Attachment 1—including the right of way described more fully in Attachment 2 and the temporary easement described more fully in Attachment 3, which are necessary for the Project—for the sum of \$606,777.00, to be delivered to Owners no later than August 23, 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 \$606,777.00 for the purchase of Parcel 43 is just and adequate compensation for Parcel 43, in addition to consequential damages, housing study allowance, and any other damages or expenses that may result from the acquisition of Parcel 43 for the Project. Owners waive their rights to any claim for additional

compensation for the acquisition of Parcel 43 except for the compensation specifically agreed to in this Agreement.

4. The closing for the purchase and sale of Parcel 43 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 43 (7202 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 43 and the improvements thereon until and through the Closing Date. Should the improvements on Parcel 43 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 43 by locking all entry ways and windows. Keys to all improvements on Parcel 43 (7202 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 43 (7202 Sherwood Mill Drive, Flowery Branch, Georgia 30542) no later than sixty days from the Closing Date.

10. Hall County agrees to pay Owners \$3,525.00 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. The proceeds withheld for property taxes shall be held by Stewart, Melvin & Frost, LLP in trust and delivered to the Hall County Tax Commissioner no later than November 15, 2024.
- 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

CARL M. THOMPSON [SEAL]

Sworn to and subscribed before me this

_____ day of _____, 2024.
Notary Public

PATRICIA E. THOMPSON [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

4884-4634-2266, v. 1

ATTACHMENT 1

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: CARL M. AND PATRICIA E. THOMPSON

7202 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 43

TAX ID # 15041 000131

All that tract or parcel of land lying and being in Friendship District, (GMD 1419), Hall County, Georgia, being Lot 12, Sherwood Mill subdivision, Phase Two, as shown on a plat of survey recorded in Plat Slide 709, page 175-A - 176A, Hall County, Georgia Plat Records, which plat is incorporated herein and made a part hereof by reference.

ATTACHMENT 2

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: CARL M. AND PATRICIA E. THOMPSON
7202 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 43

TAX ID # 15041 000131

<div style="border: 1px solid black; border-radius: 50%; padding: 2px 5px; display: inline-block;">43</div> PATRICIA E. THOMPSON AND CARL M. THOMPSON SEE SHEET 21			
RECD - PAR 43/SY318		REC'D R/W	DE20101
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
4404	44.39 L	259+84.86	C/L Spout Springs Road
	225.23	S 36°19'46.0" E	
4397	44.17 L	257+55.52	C/L Spout Springs Road
ARC LENGTH • 45.89 CHORD BEAR • S 35°08'03.6" E LNTH CHORD • 45.89 RADIUS • 1100.00 DEGREE • 5°12'31.3"			
4398	41.15 L	257+08.29	C/L Spout Springs Road
ARC LENGTH • 48.48 CHORD BEAR • S 12°20'09.9" W LNTH CHORD • 43.37 RADIUS • 30.00 DEGREE • 190°59'09.4"			
4395	70.20 L	255+74.75	C/L Spout Springs Road
ARC LENGTH • 40.07 CHORD BEAR • S 54°35'44.3" W LNTH CHORD • 40.05 RADIUS • 449.72 DEGREE • 12°45'16.2"			
DE20278	110.00 L	256+69.91	C/L Spout Springs Road
ARC LENGTH • 67.87 CHORD BEAR • N 30°19'45.9" W LNTH CHORD • 67.86 RADIUS • 1290.00 DEGREE • 4°26'29.5"			
DE20219	50.00 R	13+31.46	Sherwood Mill Dr/Dave Paint Lane
	75.17	S 52°23'47.5" W	
DE20280	50.00 R	12+56.29	Sherwood Mill Dr/Dave Paint Lane
ARC LENGTH • 51.71 CHORD BEAR • S 36°38'19.2" W LNTH CHORD • 51.06 RADIUS • 94.00 DEGREE • 60°57'10.6"			
DE20281	50.00 R	11+77.08	Sherwood Mill Dr/Dave Paint Lane
	166.95	N 48°05'41.1" W	
3680	112.92 L	12+10.95	Sherwood Mill Dr/Dave Paint Lane
	239.97	N 32°58'41.9" E	
4404	44.39 L	259+84.85	C/L Spout Springs Road
RECD R/W • 45148.60 SF RECD R/W • 1.035 ACRES REMAINDER • +/- 0.19 ACRES			

ATTACHMENT 3

STATE OF GEORGIA

COUNTY OF HALL

OWNERS: CARL M. AND PATRICIA E. THOMPSON

7202 Sherwood Mill Drive

P.I. #: 0015280, PARCEL 43

TAX ID # 15041 000131

EASMT - PAR 43/SW3/8 EASMT. FOR DEVD OF EXISTING STRUCTURE DE20571			
PNT	OFFSET/ DIST	STATION/ BEARING	ALIGNMENT
DE20281	50.00 R	11+77.08	Sherwood Mill Dr/Dave Point Lane
ARC LENGTH • 51.71			
CHORD BEAR • N 36°38'19.2" E			
LNTH CHORD • 51.06			
RADIUS • 94.00			
DEGREE • 60°51'10.6"			
DE20280	50.00 R	12+56.29	Sherwood Mill Dr/Dave Point Lane
DE20279	50.00 R	13+31.46	Sherwood Mill Dr/Dave Point Lane
DE20278	110.00 L	256+69.91	C/L Spout Springs Road
ARC LENGTH • 79.46			
CHORD BEAR • S 45°58'22.1" W			
LNTH CHORD • 79.36			
RADIUS • 449.22			
DEGREE • 12°45'16.2"			
4394	171.14 R	11+73.52	Sherwood Mill Dr/Dave Point Lane
3679	104.21 R	10+84.31	Sherwood Mill Dr/Dave Point Lane
DE20281	50.00 R	11+77.08	Sherwood Mill Dr/Dave Point Lane
REGD EASMT • 8051.38 SF			