

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE AND SETTLEMENT AGREEMENT (the "Settlement Agreement"), is made by and on behalf of the following: (i) Ronald Gray, Terri Gray, Leander White, Monica White, Bobby Young, Heather Young, and Woodland Walk Community Association, Inc. (collectively referred to as "Plaintiffs") and (ii) Erik Meder, Melanie Meder, George Okonji, Cara Brown, Muhydine Jamil, and Hidden Falls HOA of Smyrna, Inc. (collectively referred to here as "Defendants").

1. The following definitions will apply for the purposes of this Settlement Agreement:

- A. "Plaintiffs" mean Ronald Gray, Terri Gray, Leander White, Monica White, Bobby Young, Heather Young, and Woodland Walk Community Association, Inc.
- B. "Defendants" mean Erik Meder and Melanie Meder along with Allstate Insurance Co.; George Okonji and American Family Insurance Company and Liberty Mutual Insurance Co.; Cara Brown and Erin Erman along with State Farm Fire & Casualty Co.; Muhydine Jamil and State Farm Fire & Casualty Co.; and Hidden Falls HOA of Smyrna, Inc.
- C. "Parties" means Plaintiffs and Defendants.
- D. "Lawsuit" means the suit Plaintiffs filed in the Superior Court of Cobb County Georgia asserting, *inter alia*, continuing nuisance, continuing trespass, punitive damages and attorney's fees and litigation expenses, against Defendants. The lawsuit is styled as Ronald Gray, et al. v. Erik Meder, et al., Civil Action File No. 16-1-7763-52.
- E. "Effective Date" means the date this Settlement Agreement is properly and completely executed by the last signatory.

2. RECITALS:

- A. A true and correct copy of the Woodland Walk subdivision final plat copy is attached hereto as Exhibit A.
- B. A true and correct copy of the Hidden Falls subdivision final plat copy is attached hereto as Exhibit B.
- C. Plaintiffs Ronald Gray and Terri Gray are the sole the owners of a parcel of land at address 941 Woodland Pass SE, Smyrna, Georgia 30082 (the "Gray Residence").

- D. Plaintiffs Leander White and Monica White are the sole the owners of a parcel of land at address 942 Woodland Pass SE, Smyrna, Georgia 30082 (the “White Residence”).
 - E. Plaintiffs Bobby Young and Heather Young are the sole the owners of a parcel of land at address 944 Woodland Pass SE, Smyrna, Georgia 30082 (the “Young Residence”).
 - F. At all times relevant hereto, including through the Effective Date of this Settlement Agreement, Plaintiff **Woodland Walk Community Association, Inc.** has been a Georgia corporation governing the subdivision commonly known as Woodland Walk in Smyrna, Georgia.
 - G. Defendants Erik Meder and Melanie Meder are the sole the owners of a parcel of land at address 937 Hidden Falls Lane, Smyrna, Georgia 30082 (the “Meder Residence”).
 - H. Defendant George Okonji is the sole owner of a parcel of land at address 933 Hidden Falls Lane, Smyrna, Georgia 30082 (the “Okonji Residence”).
 - I. Defendant Cara Brown is the sole the owner of a parcel of land at address 939 Hidden Falls Lane, Smyrna, Georgia 30082 (the “Brown Residence”).
 - J. Defendant Muhydine Jamil is the sole the owner of a parcel of land at address 941 Hidden Falls Lane, Smyrna, Georgia 30082 (the “Jamil Residence”).
 - K. At all times relevant hereto, including through the Effective Date of this Settlement Agreement, Defendant **Hidden Falls HOA of Smyrna, Inc.** has been a Georgia corporation governing the subdivision commonly known as Hidden Falls in Smyrna, Georgia.
 - L. Defendants deny all liability to Plaintiffs and Defendants other than the City of Smyrna contend that the City of Smyrna is responsible in whole, or in part, for the maintenance of the stormwater drainage system in the Hidden Falls subdivision that Plaintiffs allege is adversely affecting their respective properties.
3. NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration the receipt and sufficiency of which each party hereto acknowledges, the Parties agree as follows:
- A. Obligation of Defendants:
 - i. Payment – Subject to the terms and conditions of this Settlement Agreement, Defendants shall pay, or cause to be paid, the sum of **[\$150,000.00]** payable to Plaintiffs’ attorneys as soon as practicable after the

Effective Date of the Settlement Agreement, and **no later than fifteen (15) days after the Effective Date of the Settlement Agreement**. Defendants further waive all fees, costs, or other payments related to work performed by Plaintiffs pursuant to this Settlement Agreement. Plaintiffs and Defendants agree that Defendants will fund the settlement as follows: \$25,000 by Erik & Melanie Meder, \$25,000 from George Okonji, \$25,000 from Cara Brown, \$25,000 from Muhydine Jamile, \$25,000 from Hidden Falls HOA of Smyrna, Inc. and \$25,000 from the City of Smyrna.

C. Obligations of Plaintiffs:

- i. Plaintiffs will execute the Easement, attached hereto as Exhibit C to this Settlement Agreement pertaining to the flow of stormwater from Defendants properties to Plaintiffs properties.
 - ii. **Within five (5) days** of receipt of full payment of \$150,000.00 under the terms of this Settlement Agreement, Plaintiffs shall file, or cause to be filed, a **Dismissal of the Lawsuit, with Prejudice**.
 - iii. Plaintiffs shall be solely responsible for any and all construction and/or maintenance costs they deem necessary related to the stormwater flow from Defendants properties which Plaintiffs have agreed to accept pursuant to Exhibit C Easement.
4. Plaintiffs hereby release and forever discharge Defendants, of and from any and all claims, debts, liabilities, demands, judgments, accounts, obligations, losses, promises, acts, agreements, expenses (including but not limited to attorneys' fees), damages, claims for indemnity, claims for contribution, actions and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, that were asserted or could have been asserted in the Lawsuit.
5. Defendants hereby release and forever discharge Plaintiffs, of and from any and all claims, debts, liabilities, demands, judgments, accounts, obligations, losses, promises, acts, agreements, expenses (including but not limited to attorneys' fees), damages, claims for indemnity, claims for contribution, actions and causes of action of any kind or nature, whether known or unknown, suspected or unsuspected, fixed or contingent, that were asserted or could have been asserted in the Lawsuit.
6. It is understood and agreed to that the Parties disclaim any public dedication of the Hidden Falls Storm Water Drainage System in favor of the City of Smyrna.
7. It is understood and agreed that this settlement is a compromise of disputed claims, both as to questions of liability and as to the nature and extent of injuries and damages. The payment and obligations made herein are not admissions of liability on the part of Defendants.

8. Each party will bear its own costs, expenses, and claims to attorneys' fees, incurred or arising out of the Lawsuit.
9. If any provision of this Settlement Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Settlement Agreement.
10. The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Settlement Agreement.
11. This Settlement Agreement has been jointly negotiated and drafted. This Settlement Agreement shall be construed as a whole according to its fair meaning. The language of this Settlement Agreement shall not be construed for or against either party.
12. The Parties each represent and warrant to one another that they have not sold, assigned, transferred, conveyed or otherwise disposed of any actual or potential claim or demand covered by this Settlement Agreement.
13. In entering into this Settlement Agreement, the Parties acknowledge and represent that they have sought and obtained the legal advice of their attorneys. Each party has made such an investigation of the law and the facts pertaining to this settlement, this Settlement Agreement and of all matters pertaining thereto as it or they deem necessary. They further represent that the terms of this Settlement Agreement have been completely read by them, and that all terms are fully understood and voluntarily accepted by them.
14. Nothing in this Settlement Agreement shall confer any rights upon any person or entity who is not a party to this Settlement Agreement, nor shall anything in this Settlement Agreement be construed as creating an obligation by either party to any non-party to this Settlement Agreement.
15. With the exception of the Drainage Easement attached hereto as Exhibit C -- which Drainage Easement shall control in the event of any conflict with this Settlement Agreement -- this Settlement Agreement constitutes the entire agreement between Plaintiffs and Defendants with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Settlement Agreement. Only a writing signed by both Plaintiffs and Defendants may modify this Settlement Agreement.
16. Each and every party hereto hereby reserves the right to pursue litigation if and as needed to enforce this Settlement Agreement and or the Drainage Easement.

* * *

IN WITNESS WHEREOF, the undersigned have hereto set their hands this _____ day
of _____, 2019.

Ronald Gray

Date

Terri Gray

Date

Leander White

Date

Monica White

Date

Bobby Young

Date

Heather Young

Date

WOODLAND WALK COMMUNITY ASSOCIATION, INC.

By _____

Date

Its _____

Eric Meder

Date

Melanie Meder

Date

George Okonji

Date

Cara Brown

Date

Muhydine Jamil

Date

HIDDEN FALLS HOA OF SMYRNA, INC.

By _____

Date

Its _____

EXHIBIT A

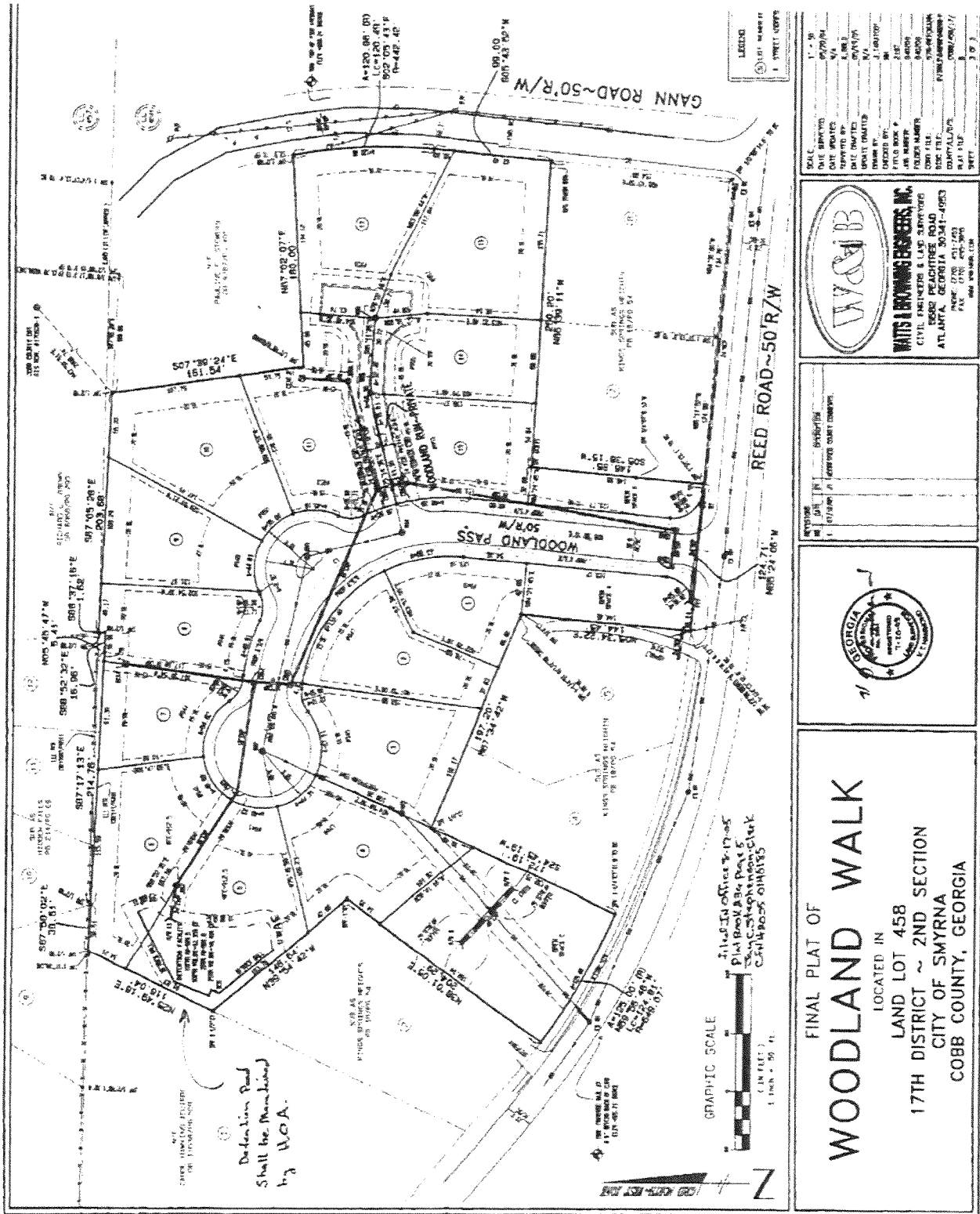
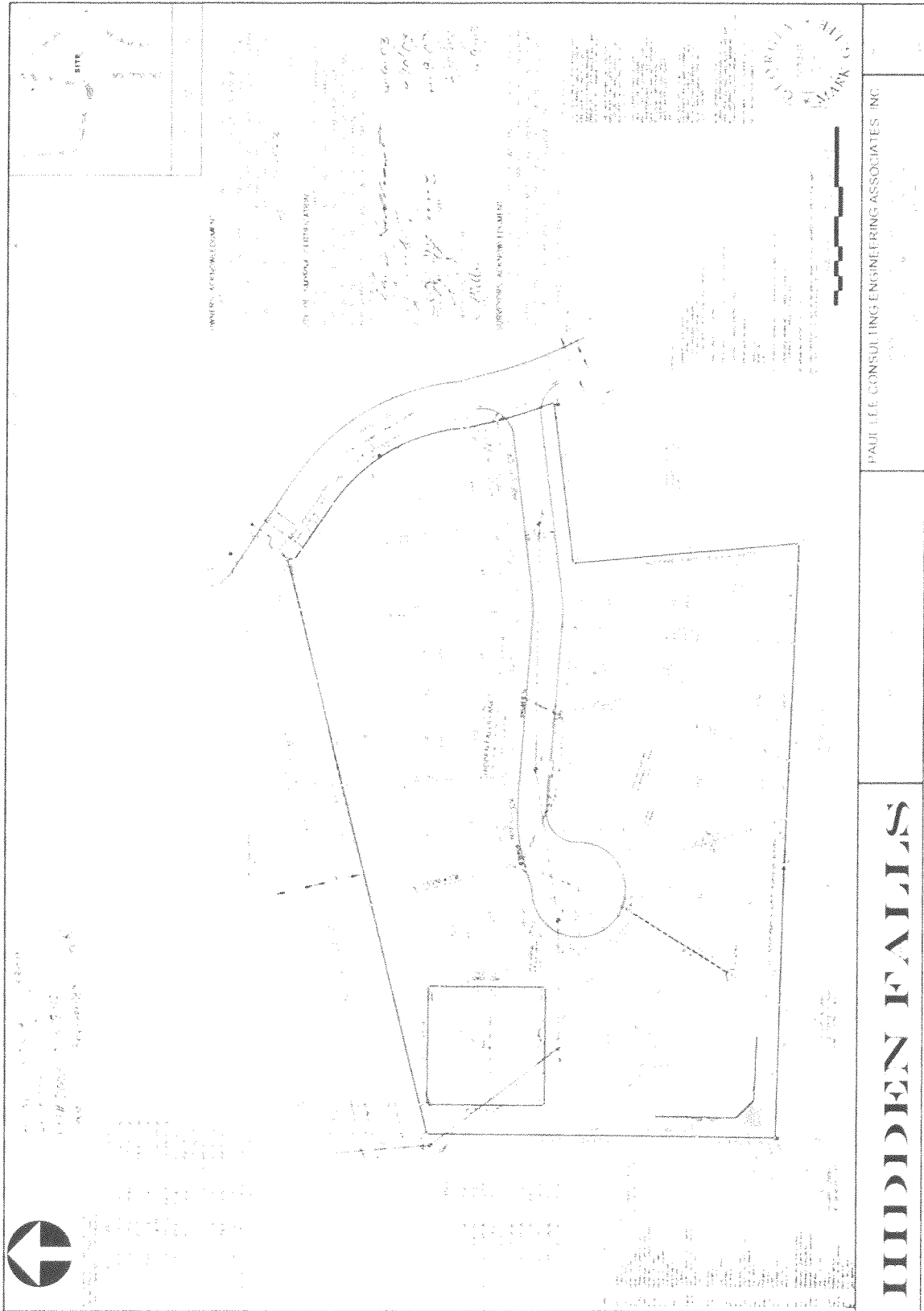


EXHIBIT B



HIDDEN FALLS
 PAUL LEE CONSULTING ENGINEERING ASSOCIATES, INC.
 1000 S. GARDEN AVENUE, SUITE 100
 ANAHEIM, CALIFORNIA 92805
 (714) 771-1111
 FAX (714) 771-1112
 WWW.PLEE.COM

EXHIBIT C

STORMWATER DRAINAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS, that Ronald Gray, Terri Gray, Leander White, Monica White, Bobby Young, Heather Young, and Woodland Walk Community Association, Inc., their respective heirs, beneficiaries, successors and assigns (“Grantors”), do hereby grant to Erik Meder, Melanie Meder, George Okonji, Cara Brown, Muhydine Jamil, and Hidden Falls HOA of Smyrna, Inc., their respective heirs, beneficiaries, successors and assigns, (“Grantees”), a permanent drainage easement for the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged by Grantors and Grantee.

The drainage easement conveyed hereby is for Grantees to discharge surface stormwater runoff at present flowrates and volumes, onto Woodland Walk subdivision Lots #5, #6, and #7 from the adjacent Hidden Falls subdivision Lots #9, #10, #11, and #12 (hereafter “Existing Drainage”). The Hidden Falls subdivision plat identifying the location of these Hidden Falls Lots is attached hereto as **Exhibit A** and incorporated herein by this reference. The Woodland Walk subdivision plat identifying the location of these Woodland Walk Lots is attached hereto as **Exhibit B** and incorporated herein by this reference. Existing Drainage has been determined by a Professional Engineer and is attached hereto as **Exhibit C** and incorporated herein by this reference.

Grantors shall be solely responsible for any and all construction and or maintenance costs which Grantors deem necessary to adequately convey the present flowrates and volumes of discharged surface stormwater runoff. This easement does not convey to Grantees any other or further right of ingress and egress upon or about Grantor’s properties or the easement on Grantor’s properties for any purposes.

IN WITNESS WHEREOF, the Grantors above named have hereunto set their hands this _____ day of _____, 2019.

GRANTORS:

Sworn to and subscribed
before me this _____ day
of _____, 2019.

NOTARY PUBLIC

Ronald Gray

Sworn to and subscribed
before me this _____ day
of _____, 2019.

NOTARY PUBLIC

Terri Gray

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Leander White

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Monica White

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Bobby Young

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Heather Young

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

WOODLAND WALK COMMUNITY
ASSOCIATION, INC.

BY _____

ITS _____

Witness 1

Witness 2

GRANTEE ACCEPTANCE:

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Eric Meder

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Melanie Meder

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

George Okonji

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Cara Brown

Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

Muhydine Jamil

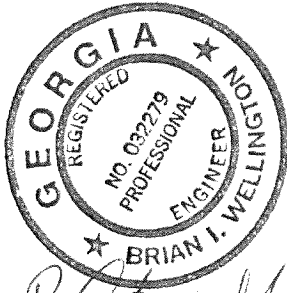
Sworn to and subscribed
before me this ____ day
of _____, 2019.

NOTARY PUBLIC

HIDDEN FALLS HOA OF SMYRNA, INC.

BY _____

ITS _____



Brian Wellington Rh.D., PE.

Two Midtown Plaza
1349 West Peachtree
Street, Suite 2000,
Atlanta, GA 30309

Report of Existing Drainage from Hidden Falls Subdivision to Woodland Walk Subdivision

DATE: May 22, 2019

The properties of Ronald and Terry Gray, Leander and Monica White, Bobby and Heather Young, herein referred to as the Properties, are located in the Woodland Walk subdivision in the City of Smyrna, Georgia. On the northern boundary of these properties and hydrologically up gradient of them is the Hidden Falls subdivision, herein referred to as the Subdivision. Storm water flows from a portion of the Subdivision, specifically from lots 9, 10, 11, and 12, (Figure 1), onto the Properties.

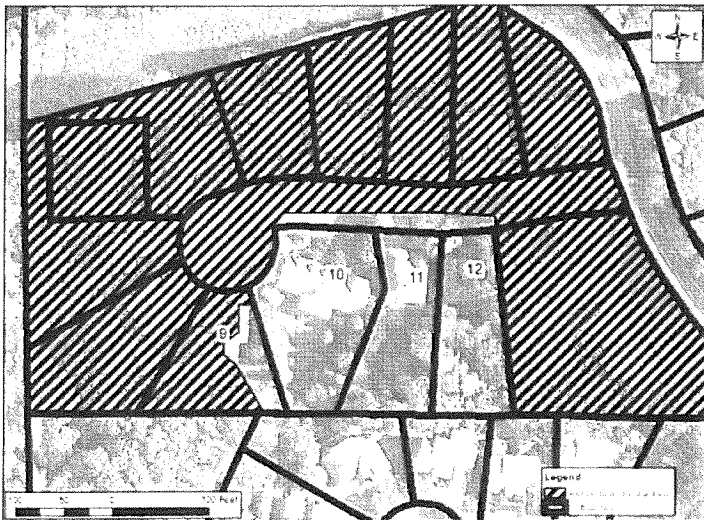


Figure 1: Hidden Falls Subdivision Lots that Drain Storm Water runoff to Woodland Walk Subdivision.



The quantity of storm water that flows from these lots is directly related to the type of land use and the topography of the lots. Storm water flows are also impacted by any offsite flows that traverse through the lots and flow towards the Woodland Walk properties.

In order to establish the current storm water generating potential on these Hidden Falls Subdivision lots, an assessment was made to determine the hydrological parameters for each of these lots. The assessment included a site visit on May 8, 2019, to catalogue existing land use and the location of all drainage structures that discharge offsite storm water to these lots. The land use catalog was created by (1) flying a drone across the properties to create an aerial photograph of existing land use on the lots (2) onsite visual inspection and photography of each lot and (3) review of Cobb county tax parcel information. Offsite drainage structures, when encountered, were documented by geolocation using a handheld GPS device.

The aerial photograph generated during the May 8, 2019 site visit is shown in Figure 2. The aerial shows that all the lots contain houses and a mix of varying land use, including woods, lawns, weeds, low lying brush and bare soils. These land uses were verified during the inspection of each lot.

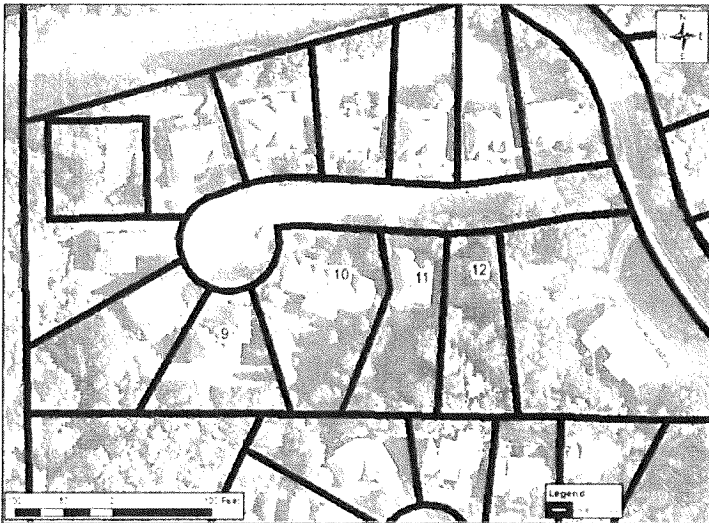


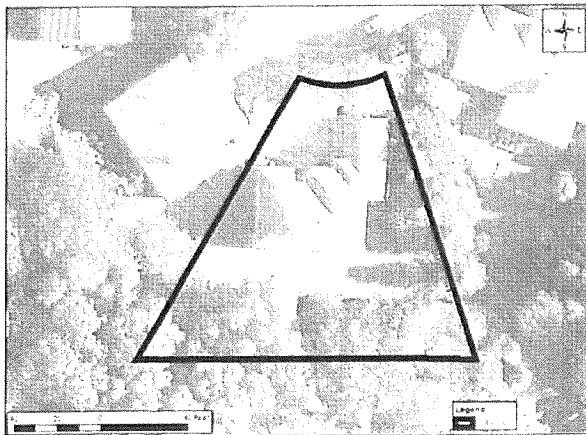
Figure 2: May 8, 2019 Hidden Falls Aerial Photograph showing location of Lots and current land use.

Land use information derived from information obtained during the onsite site visit and from tax parcel information were used to derive a storm water runoff index for each lot. The index was based on the Soil Conservation Society (SCS) runoff curve number (CN). CN is a hydrological index used to predict the amount of storm water generated from a rainfall event. The CN takes into account land use, i.e. the presence of impervious surfaces (buildings, roads, driveway), vegetation (trees, lawns, bare soil),

and the soil type in the area. The CN index varies from 25 to 100. The higher its value, the higher the quantity of storm water that potentially can be generated for a given rainfall quantity from the area being analyzed. A review of the soil map for the lots indicate that the soils within each lot is composed of 50% each of hydrologic group B and hydrologic group D soils. The base CN values utilized for developing each lot's CN are based on an average of the two hydrologic soil groups.

Lot 9 Land use and Curve Number

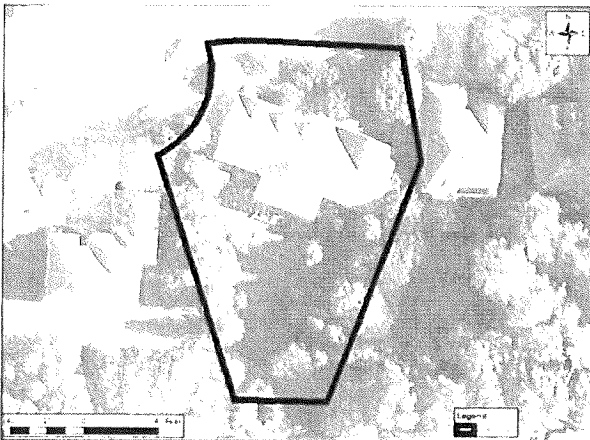
The total area of Lot 9 based is approximately 0.287 acres. The land use consists of a 1940 square foot residence, trees, and grass-like vegetation. Only a small portion of Lot 9, approximately 0.08 acres which consists of roof drainage and vegetation, drains towards the Woodland Walk residences. The calculated curve number of Lot 9 based on current land use is 74. The current storm water runoff from Lot 9 to Woodland Walk is sheet flow.





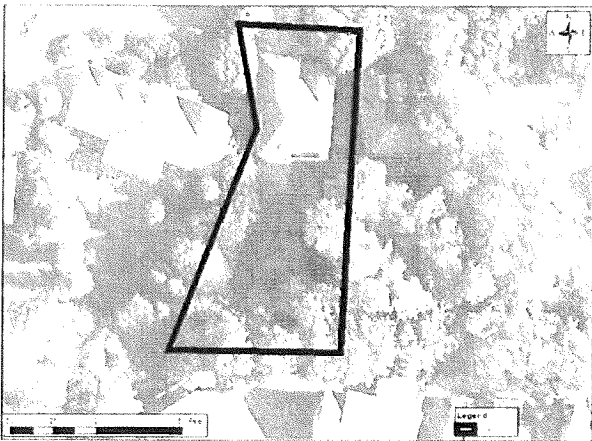
Lot 10 Land use and Curve Number

The total area of Lot 10 based is approximately 0.441 acres. The land use consists of a 3379 square foot residence, trees, grass-like vegetation, and exposed bare soils. All storm water generated on Lot 10 drains toward the Woodland Walk residences. The calculated curve number of Lot 10 based on current land use is 77. The current storm water runoff from Lot 10 to Woodland Walk is sheet flow.



Lot 11 Land use and Curve Number

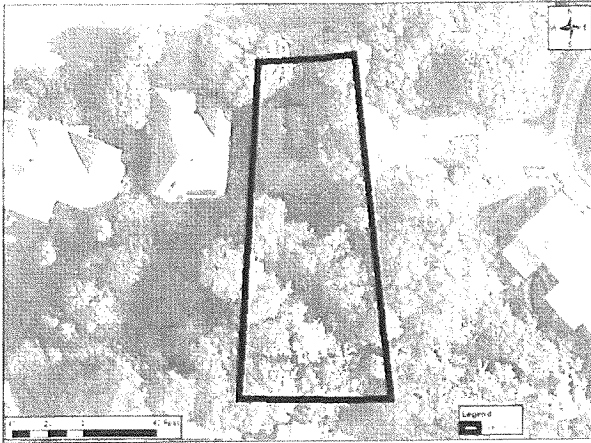
The total area of Lot 11 based is approximately 0.3134 acres. The land use consists of a 2369 square foot residence, trees, and grass-like vegetation. All storm water generated on Lot 11 drains toward the Woodland Walk residences. The calculated curve number of Lot 11 based on current land use is 74. The current storm water runoff from Lot 11 to Woodland Walk is sheet flow.





Lot 12 Land use and Curve Number

The total area of Lot 12 based is approximately 0.3134 acres. The land use consists of a 2533 square foot residence, trees, and grass-like vegetation. All storm water generated on Lot 12 drains toward the Woodland Walk residences. The calculated curve number of Lot 12 based on current land use is 71. The current storm water runoff from Lot 12 to Woodland Walk is sheet flow.



Existing Storm Water Drainage Structures

A map showing the location of drainage structures within Hidden Falls is shown in Figure 3. Only Lot 9 contains a storm water drainage structure in the form of a discharge pipe headwall inlet. This inlet pipe appears to have been designed to receive storm water discharge from a drainage easement ditch located along the rear of lots 9, 10, 11, and 12, and the Woodland Walk subdivision. However, this ditch is not constructed. Other storm water drainage structures in the form of curb drop inlets are found along Hidden Falls Lane north of Lots 9, 10, 11, and 12. Storm water flows that enter these drop inlets do not discharge onto these Hidden Falls lots and have no connection or impact on the Properties in Woodland Walk.

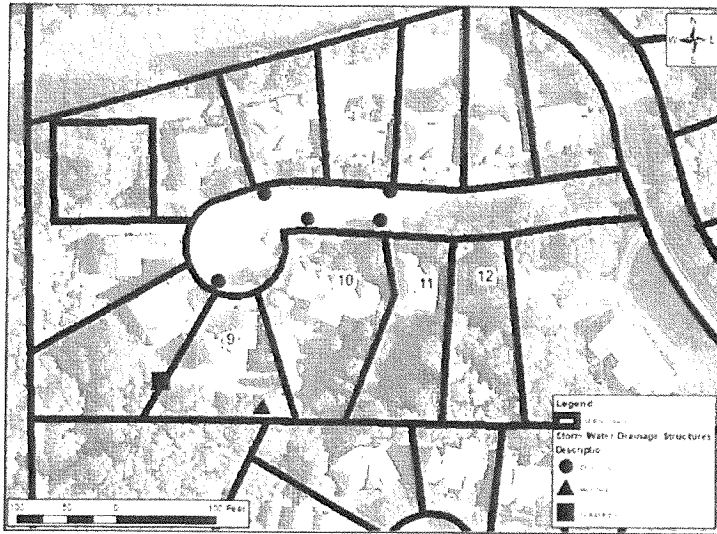


Figure 3: Hidden Falls Subdivision Existing Storm Water Drainage Structures

There are no pipes, culverts, natural or manmade ditches, gutters, or channels that discharge concentrated flows from these lots to the Woodland walk properties.



APPENDIX A: Curve Number Calculations

Lot 9: 933 Hidden Falls Lane

Land Use	Acres	CN
Impervious	0.018	98
Bare Soil		
Lawn	0.020	76.5
Wooded	0.045	63
Total	0.084	74

Lot 10: 937 Hidden Falls Lane

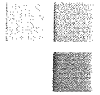
Land Use	Acres	CN
Impervious	0.095	98
Bare Soil	0.009	90
Lawn	0.197	76.5
Wooded	0.140	63
Total	0.441	77

Lot 11: 939 Hidden Falls Lane

Land Use	Acres	CN
Impervious	0.065	98
Bare Soil	0.000	90
Lawn	0.087	76.5
Wooded	0.161	63
Total	0.313	74

Lot 12: 941 Hidden Falls Lane

Land Use	Acres	CN
Impervious	0.069	98
Bare Soil		90
Lawn		76.5
Wooded	0.227	63
Total	0.296	71

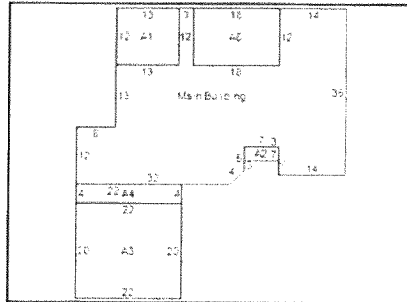


APPENDIX B: LOT INFORMATION

Lot 9

Parcel

Class Residential Lots
 Total Acres 267
 Total Land Sqft 12501
 Address 933 HIDDEN FALLS LN
 Neighborhood 1707 - 3826 HIDDEN FALLS



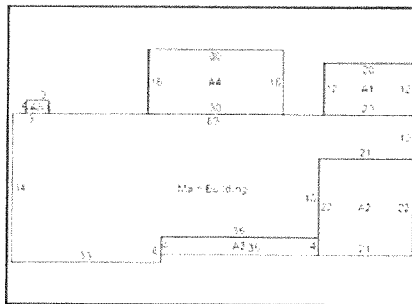
Options

Type	Line #	Item	Area
Dwelling	0	Main Building	1410
Dwelling	1	A1 - 11'11" DEEP OPEN PORCH OR OPEN PERMITTED ROOF FRAME OVERHANG	156
Dwelling	2	A2 - 11'0" OPEN PORCH	21
Dwelling	3	A3 - 21'17" MEDIUM DEEP GARAGE WITH FRAME HALF STORY	441
Dwelling	4	A4 - 23'28" MEDIUM DEEP GARAGE WITH MASONRY	81
Dwelling	6	A6 - 51'10" IN-BLIND BASEMENT WITH REVERTS FROM ONE STORY FRAME	211
Dwelling	7	E1 FIN. BSMT FIN. BSMT LIVING AREA	1056

Lot 10

Parcel

Class Residential Lots
 Total Acres 441
 Total Land Sqft 19206
 Address 937 HIDDEN FALLS LN
 Neighborhood 1707 - 3826 HIDDEN FALLS



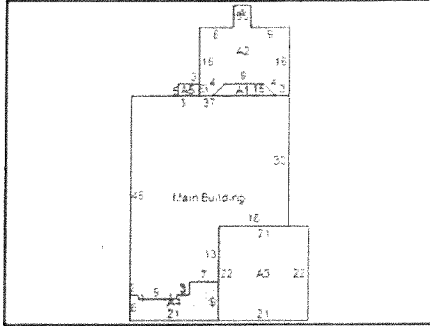
Options

Type	Line #	Item	Area
Dwelling	0	Main Building	2316
Dwelling	1	A1 - 31' WIDE KITCHEN DECK	241
Dwelling	2	A2 - 11' DEEP FRAME GARAGE	410
Dwelling	3	A3 - 11'0" OPEN PORCH	141
Dwelling	4	A4 - 11'11" IN-BLIND BASEMENT WITH SLOTTED FIN. FRAME PORCH	450
Dwelling	5	A5 - 11'11" IN-BLIND MANSION	31

Lot 11

Parcel

Class	Residential Lots
Total Acres	3134
Total Land Sqft	13652
Address	938 HIDDEN FALLS LN
Neighborhood	1707 - 3826 HIDDEN FALLS



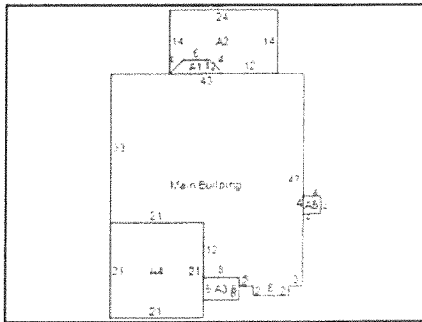
Options

Type	Line #	Item	Area
Dwelling	0	Main Building	1434
Dwelling	1	A1 - 5016 15' DIA IN-BSMT BASEMENT ON IN-SHED TREY FRAME DAY/FRAM FRAME DAY	35
Dwelling	2	A2 - 30' DIA JOLLY PIG DOORS	320
Dwelling	3	A3 - 13'10" FR GR FRAME GARAGE 15' FT UPV STORV FRAME	410
Dwelling	4	A4 - 11'0" OPEN PORCH	137
Dwelling	5	A5 - 33' DIA FT CONC WALK PATIO	15

Lot 12

Parcel

Class	Residential Lots
Total Acres	2959
Total Land Sqft	12889
Address	941 HIDDEN FALLS LN
Neighborhood	1707 - 3826 HIDDEN FALLS



Options

Type	Line #	Item	Area
Dwelling	0	Main Building	1127
Dwelling	1	A1 - 50'16" OPEN IN-BSMT BASEMENT ON IN-SHED TREY FRAME DAY	27
Dwelling	2	A2 - 30' DIA JOLLY PIG DOORS	310
Dwelling	3	A3 - 11'0" OPEN PORCH	40
Dwelling	4	A4 - 11'1" FR GR FRAME GARAGE 15' FT UPV STORV FRAME	441
Dwelling	5	A5 - 33' DIA FT CONC WALK PATIO	16

