

SETTLEMENT AGREEMENT

For and in consideration of the sum of THREE THOUSAND ELEVEN AND 22/100 DOLLARS, (\$3011.22), CITY OF CARTERSVILLE (hereinafter “**Releasing Party**”), hereby RELEASES, ACQUITS, AGREES TO HOLD HARMLESS AND FOREVER DISCHARGES UTILITY METERING SOLUTIONS LLC, HUDSON EXCESS INSURANCE COMPANY and their insurers, legal representatives, present and former corporate parents, subsidiaries, employees, agents, partners, affiliates, predecessors, successors, assigns and any other person or entity for whom any of the foregoing may be legally responsible (hereinafter “**Released Parties**”) from any and all claims, liens, expenses, cost increases, property damage, reimbursement of hotel charges during the period of restoration of the loss location, demands and causes of action or suits in equity of whatsoever kind or nature, at common law, statutory or otherwise, that were repaired prior to the date of this Settlement Agreement by Released Party, done by any of the **Released Parties**, arising directly or indirectly from the of the installation of a water meter by Utility Metering Solutions, LLC, at 53 Goodyear in Cartersville, GA on 5/23/23 on account of or by reason of any occurrence, transaction, or matter which has or has not occurred prior to the date of this Agreement, including without limitation claims for damages, costs, expenses, loss of use, attorney fees or any other cost incurred now or in the future by the **Releasing Party** and any other person for whom the **Releasing Party** may be encumbered to with respect to this matter, being the incident on May 23, 2023.

The undersigned **Releasing Party** understand and acknowledge acceptance of the consideration mentioned above in addition to the full and final resolution of claims presented by Cottage Leasing, Inc., the property owner of 53 Goodyear, along with Nicholas White and Kelly Fillers, the tenants living at 53 Goodyear, attached hereto as Exhibit “A” and incorporated herein by reference, is accepted as a fair and equitable resolution of all claims and causes of action being asserted by **Releasing Party**, or which might have been asserted by **Releasing Party** or which could be asserted by **Releasing Party** in the future, or which any and all other persons who could have claims concerning the alleged occurrence which have been or could be asserted in the future, and agree that this Agreement disposes of all of the claims against the **Released Parties**.

It is AGREED and UNDERSTOOD by the undersigned **Releasing Party** that the payment of the above-mentioned sum of money in addition to the settlements of the claims for property damage are made on behalf of the **Released Parties**, and the **Released Parties** are hereby released in compromise and settlement of disputed claims and in order that such **Released Parties** may buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the **Released Parties**.

WE, as part of the consideration for the payment of the above-mentioned sum and resolution of other claims noted above in favor of the City of Cartersville by the **Released Parties**, do hereby warrant and represent to the **Released Parties** that:

- (1) The undersigned is legally competent to execute this Agreement;
- (2) The undersigned has the authority to execute the release and bind the **Releasing Party** to all of the terms of this Agreement;
- (3) WE have not assigned, pledged or otherwise in any manner whatsoever sold or transferred either by instrument in writing, or otherwise, any right, title, interest or

claim which we have or may have by reason of the occurrence described above, or any matters arising out of or relating thereto;

This Agreement has been executed and delivered, and shall be construed in accordance with the applicable laws of the State of Georgia and the United States of America. This Agreement shall be binding upon and inure to the benefit of the **Released Parties** and their respective heirs, executors, administrators, assigns, successors-in-interest, predecessors-in-interest, and anyone claiming by, through, or under any one of them. Photocopy, facsimile, electronic or other copies of this Agreement and signatures shall have the same effect as an ink-signed original. The Parties to this Agreement have cooperated in the joint drafting and preparation of this Agreement.

WE, the **Releasing Party** expressly warrant and represent to the **Released Parties**, as part of the consideration for the payment of the above-mentioned sum of money, that before executing this instrument, we have considered its terms, contents, conditions and effect; that in making this settlement no promise or representation of any kind has been made to us by the **Released Parties** or anyone acting for it except as is expressly stated in this instrument. We have relied solely and completely upon our own judgment and the advice of counsel in making this settlement, and we fully understand that this is a full, complete and final release, and that the sum of money mentioned above is all the money that is to be paid to any of the **Releasing Party** by the **Released Parties** as a result of the above-described events.

CITY OF CARTERSVILLE, a Georgia
Municipal Corporation

By: _____
Matthew J. Santini, Mayor

Attest: _____
Julia Drake, City Clerk

Date: _____

[AFFIX SEAL]