

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement made this ____ day of _____, 2025, by and between the City of Dalton, a Georgia municipal corporation ("City"), and Northwest Georgia Paving, Inc. ("NGP") (The City and NGP are sometimes hereafter the "Parties");

WHEREAS, the City and NGP entered into an Agreement on or about November 1, 2021, for the construction by NGP for the Northeast Community Complex Soccer Fields ("Project"); and

WHEREAS, the City contends that certain fencing components of the Project were not installed in accordance with the plans and specifications for the Project; and

WHEREAS, NGP denies that the fence installation did not comply with the plans and specifications of the Project; and

WHEREAS, the Parties desire to resolve their claims and disputes, which claims and disputes are hereafter collectively referred to the Incident; and

NOW, WHEREFORE, in consideration of the promises herein contained and other good and valuable consideration, the sufficiency whereof being acknowledged, the parties hereunto agree as follows:

1. NGP will remove and reinstall those fence posts and fencing at the Project at the locations as set forth the schedule attached hereto as Exhibit "A". The replacement fence posts and fencing will be installed in accordance with the specifications attached hereto as Exhibit "B".

2. In consideration of the foregoing the City releases and forever discharges NGP, its officers, directors, agents, contractors, subcontractors, successors and assigns, (hereinafter

“Released Parties”) from any and all claims related to the fence post and fencing installation of the Project.

3. NGP accepts liability to the City for the Incident and this Release and Settlement Agreement, and the work and services provided hereunder, is provided by NGP to resolve the dispute between the Parties..

4. The parties acknowledge and agree this Settlement Agreement and Release is solely for the purpose of compromising and resolving a disputed matter and to avoid the uncertainty expenses of litigation.

5. Miscellaneous:

5.1 Entire Agreement: Amendment. This Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof and shall not be amended or terminated orally, and no amendment, termination or attempted waiver shall be valid unless in writing and signed by the party sought to be bound.

5.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

5.3 Further Acts. Each party agrees to perform any further acts and to execute and deliver any instruments or documents that may be necessary or reasonably deemed advisable to carry out the purposes of this Agreement.

5.4 Severability. If any part of this Agreement shall be held void, voidable or otherwise unenforceable by any court of law or equity, nothing contained in this Agreement shall limit the enforceability of any other part.

5.5 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, successors-in-title, and lawful assigns.

5.6 Effect of Agreement. Except as may be otherwise expressly provided in this Agreement, nothing contained herein, express or implied, is intended to, nor shall it (a) confer on any person other than the Parties hereto and their respective heirs, successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5.7 Applicable Law. This Agreement is executed and will be performed in part in the State of Georgia and shall be construed and enforced in accordance with the law of the State of Georgia.

5.8 Intentionally Omitted.

5.9 Intentionally Omitted.

5.10 Construction. The agreements contained herein shall not be construed in favor of or against any Party but shall be construed as if all Parties prepared this Agreement.

5.11 Captions. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or prescribe the scope of this Agreement or the intent of any provision.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to set his hand and seal, on the year and day first above written.

Signed, sealed and delivered
in the presence of:

Witness

The City of Dalton, Georgia

By: _____
Annalee Harlan Sams
Mayor

Signed, sealed and delivered
in the presence of:

Lisa Callaway
Witness

Northwest Georgia Paving, Inc.

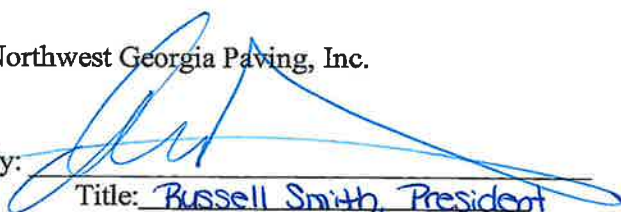
By: 
Title: Russell Smith, President

Exhibit "A"

On the diagram the A side is closest to the parking lot and concession stands. The D side is along the road. Each number represents the pole from each right-hand corner. The arrows represent the direction we counted on each side. As you can see we feel there are 105 poles that are in question.

Heritage Soccer	A	B	C	D
	19	2	2	2 BP
	20	3	3	3
	39	4	4	4
	41	5	5	19
	42	6	6	20
		7	7	21
		8	8	22
		9	9	23
		10	10	24
		11	14	26
		19	15	27
		20	18	28
		21	19	29
		22	20	30
		23	21	31
		24	22	32
		25	23	33
		26	24	34
		27	25	35
		28	26	36
		29	27	37
		30	28	38
		31	29	39 BP
		32	32	45 BP
		33	33	46
		35	38	52
		36	39	53
		37	40	54
		38	41	55
		46	42	
		47	43	
		50	44	
		51	45	
		52		
		53		
		54		
		55		
		56		
Total	5	38	33	29
				105

EXHIBIT A II

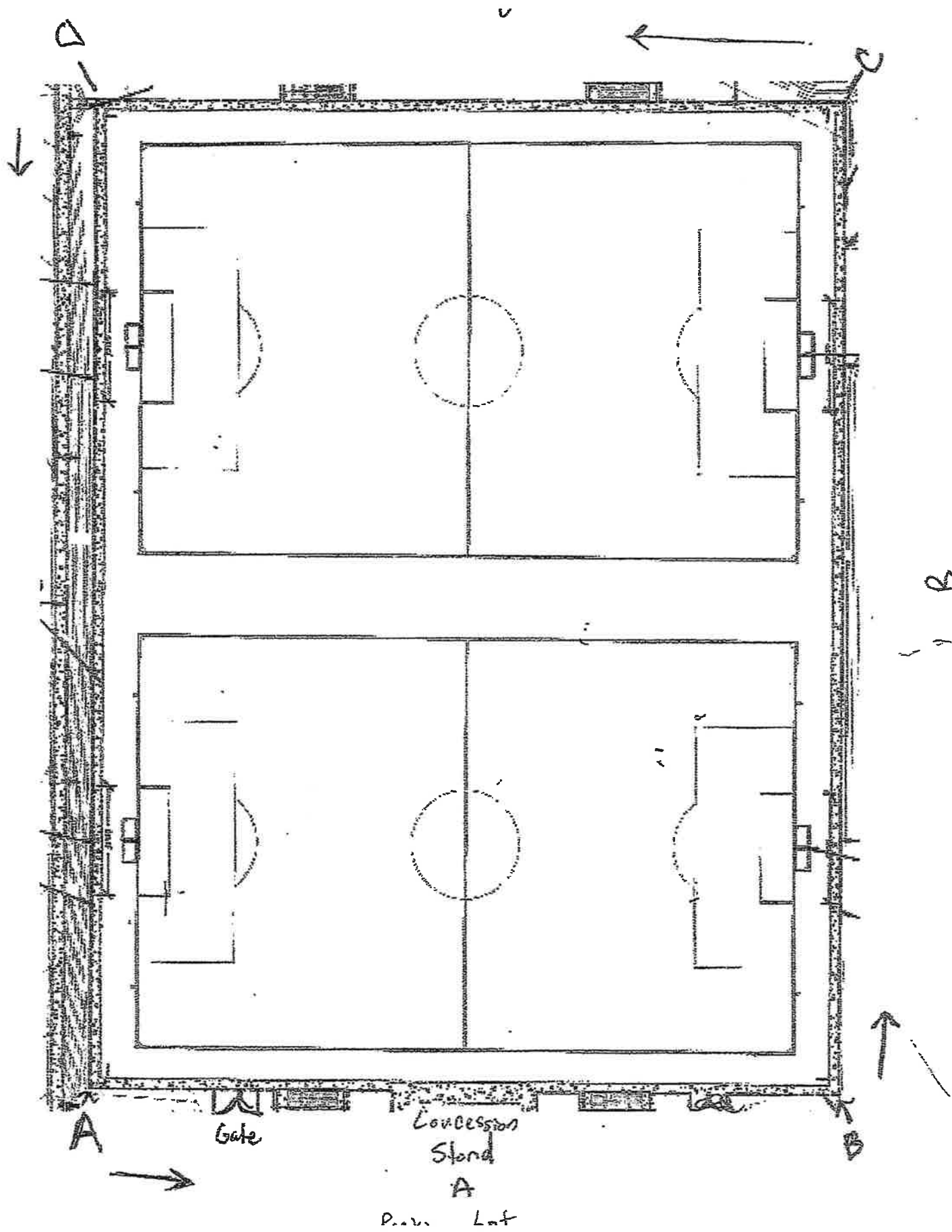


Exhibit "B"

Fence post installation spec: That would be 32-inch depth for pole with 8-inch width and four inches underneath the pole for a total depth of thirty-six inches for line post. For the corner angle gate post it would be twelve inches wide, pole at 36 inches with four inches underneath the pole for a total of forty inches. And backstop poles at 16 inches wide, pole set to 48 inches with four inches below the pole. For a total of fifty-two inches.