IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF GEORGIA BRUNSWICK DIVISION

SARAH FRANCES DRAYTON, et al.,

Plaintiffs,

v.

Civ. No. 2:16-CV-00053-RSB-BWC

MCINTOSH COUNTY,

Defendant.

SETTLEMENT AGREEMENT

I. INTRODUCTION

1. Plaintiffs Shirley Grant on behalf of the Estate of Sarah Frances Drayton; Ceaser Banks; Nancy Banks; Lorie Banks on behalf of herself and the Estate of Melvin Banks, Jr.; Marion Banks; Roberta Banks; Richard Banks on behalf of himself and the Estates of Carolyn Banks and Melvin Banks, Sr.; Andrea Dixon; Deborah Dixon; Samuel L. Dixon; Dan Gardner; Cheryl Grant; Bobby Grovner; Celia Grovner; David Grovner, Sr., on behalf of himself and the Estate of Vernell Grovner; David Grovner, Jr.; Iregene Grovner, Jr.; Iregene Grovner, Sr.; Audrey Grovner on behalf of the Estate of Rall Grovner; Angela Hall; Angelina Hall; Reginald Hall; Benjamin Hall; Florence Hall; Margaret Hall on behalf of herself and the Estate of Charles Hall; Victoria Hall on behalf of herself and the Estate of Joseph Hall; Rosemary Harris; Dena Mae Harrison on behalf of the estate of Harold Hillery and on behalf of the estate of Johnnie Hillery; Brenda Jackson; Jesse Jones; Temperance Jones; Sonnie Jones; Harry Lee Jordan; Tia LeGree on behalf of the estate of Earlene Davis; Delores Hillery Lewis; Johnny Matthews; Charlie Martin; Felicia Martin; Frances Mercer; Mary Dixon Palmer; Lisa Marie Scott; Andrea Sparrock; David Sparrock; Aaron Walker; Verdie Walker; Marcia Hall Wells; Stacey White; Sylvia Williams; Help Org, Inc.; and Raccoon Hogg, CDC (collectively "Plaintiffs") asserted or attempted to assert claims against McIntosh County ("Defendant" or "the County") alleging discrimination on the basis of race in violation of: the Equal Protection Clause of the Fourteenth Amendment; 42 U.S.C. §§ 1981, 1982, and 1983; Title VI of the 1964 Civil Rights Act, 42 U.S.C. § 2000d *et seq.*; and the Fair Housing Act of 1968, as amended, 42 U.S.C. § 3601, *et seq.*

2. Plaintiffs Deborah Dixon, Benjamin Hall, Harold Hillery, Johnnie Hillery, Jesse Jones, David Sparrock, David Grovner, Jr., Reginald Hall, Rosemary Harris, Stacey White, and Celia Grovner (the "Tax Plaintiffs") filed actions pursuant to O.C.G.A. § 48-5-380 for a refund of assessed property taxes ("Refund Actions").

3. This Settlement Agreement constitutes full resolution of all claims asserted against Defendant McIntosh County by Plaintiffs in this Action. This Settlement Agreement is not intended to apply in any way to any claims Plaintiffs have asserted, or may assert, against the State of Georgia.

It is hereby ORDERED, ADJUDGED, AND AGREED that:

II. SCOPE AND TERM OF SETTLEMENT AGREEMENT

4. The Effective Date of this Settlement Agreement ("Effective Date") shall be the date of complete execution by all parties.

5. Unless otherwise specified, the provisions of this Settlement Agreement shall be in effect for a period of three years from the Effective Date.

III. TAX VALUATIONS

6. The Tax Plaintiffs and the County, along with the McIntosh County Board of Tax Assessors, will file a joint motion in each Tax Plaintiff's respective Refund Action seeking

approval of a consent judgment. Each consent judgment will provide that the Tax Plaintiff agrees to dismiss his or her Refund Action, and that in return, McIntosh County and the Board of Tax Assessors agree that the 2022 Fair Market Value for the Tax Plaintiff's parcel on Sapelo Island shall govern the tax assessment for that parcel for 2023 through 2025. The annual uniformity review performed by the Board of Assessors will result in values for other parcels on Sapelo Island being similarly frozen.

IV. FIRE PROTECTION

7. Within 90 days of the Effective Date, the County will calculate the average age of the fleet of County fire trucks and provide that calculation to Plaintiffs' counsel.

8. If at any time during the term of this Agreement, the age of the County fire truck stationed in Hog Hammock is more than five years older than the average age of the fire trucks in the County's fleet on the mainland, the County will replace the current fire truck on Sapelo Island with a fire truck that is no more than five years older than the average age of fire trucks in the fleet.

9. The County will allow Plaintiffs, by and through a person designated by Plaintiffs, to inspect the equipment currently staged on the Sapelo Island fire truck and confirm that it is in working condition at a time to be agreed to by Plaintiffs and Defendant.

10. If any equipment on the Sapelo Island fire truck is not in working condition, the County will replace it with working equipment in a timely fashion.

11. At least once a year for the duration of this Agreement, the County will provide funding to the McIntosh County Volunteer Fire Department to provide firefighting training on Sapelo Island to any Sapelo Island resident or property owner who wishes to receive firefighting training.

12. The County will draft and maintain a standard operating procedure for firefighting services specific to Sapelo Island and will distribute this plan to each Sapelo Island resident and property owner. Among other topics, this plan will detail how residents and visitors can access firefighting services on Sapelo Island in case of emergency.

V. EMERGENCY MEDICAL SERVICES

13. The County will station a light-duty truck for emergency medical services on Sapelo Island.

14. The County will stock the truck with all equipment identified in the Georgia DPH Vehicle Inspection Form For Registered First Responder Units.

15. The County will create a standard operating procedure for emergency medical services specific to Sapelo Island, including a plan to address transporting medical personnel to the Island, transporting patients from the Island, and how residents and visitors can access emergency medical services on the Island.

16. The County will distribute this plan to each Sapelo Island resident and property owner.

17. Within 90 days of the Effective Date of this Agreement, the County will meet with the State of Georgia to request that: (1) the State provide land for a helipad; and (2) the State grant a right of way to run electricity to the helipad, and the County will report to Plaintiffs on the outcome of that meeting.

18. The County will install and maintain a lighted helipad on the Island for rescues and evacuations, upon the State's agreement to provide land for this purpose. The surface material for the helipad will be determined in consultation with the State.

19. At least once a year for the duration of this Agreement, the County will provide funding for the Volunteer Fire Department or other entity to provide basic first responder training on Sapelo Island to any Sapelo Island resident or property owner who wishes to receive such training.

VI. TRASH REMOVAL

20. Within 30 days of the Effective Date, the County will reduce the County "garbage fee" for Sapelo Island property owners by 30%.

21. Within 30 days from the Effective Date, the County will meet with Waste Management of Georgia, Inc. ("Waste Management") to ensure that (1) the sensor on the Sapelo Island trash compactor is working, and, if it is not, ensure that Waste Management repair it immediately; (2) the latch on the Sapelo Island trash compactor is working, and, if it is not, ensure that Waste Management repair it immediately; and (3) regardless of the signal from the sensor, Waste Management will empty the Sapelo Island trash compactor no less than once per month.

22. The County will report to Plaintiffs' counsel on the outcomes of this meeting.

VII. ROAD MAINTENANCE

23. The County will maintain the roads and ditches in Hog Hammock quarterly, commencing within 30 days of the Effective Date.

24. Within 90 days of the Effective Date, the County will investigate the possibility of incorporating a more permanent material, such as Soiltac, into the roads in Hog Hammock during the next grading cycle, and it will report its findings to Plaintiffs' counsel.

VIII. MONETARY SETTLEMENT

25. Within 14 days of the Effective Date, Defendant McIntosh County shall pay the total sum of \$2,000,000.00, which is inclusive of all Plaintiffs' claims for damages, attorneys' fees,

and costs sought in this Action ("Settlement Payment"). The Settlement Payment shall be made in the form of a check payable to Relman Colfax IOLTA Account and delivered to Reed Colfax, Relman Colfax, 1225 19th Street NW, Suite 600, Washington, DC, 20036.

IX. MUTUAL RELEASES

26. For and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs, for themselves, their heirs, their executors, administrators, successors and assigns, do hereby fully, finally and forever release and discharge Defendant McIntosh County, and all administrators, directors, supervisors, and other officials and employees thereof, of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever, related to those allegations asserted in the Action and Refund Actions, or which might have been asserted by or on behalf of Plaintiffs against the Defendant McIntosh County in this Action, as of the Effective Date of this Settlement Agreement.

27. For and in consideration of the agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Defendant McIntosh County, for itself, successors and assigns, does hereby fully, finally and forever release and discharge Plaintiffs, their heirs, executors, administrators and assigns of and from all claims, demands, actions, causes of action, suits, damages, losses and expenses of any and every nature and description whatsoever related to the allegations and defenses raised in the Action which might have been asserted by or on behalf of the Defendant McIntosh County against Plaintiffs as of the Effective Date of this Settlement Agreement.

28. Nothing in this Section shall preclude Plaintiffs from seeking to enforce the terms of this Settlement Agreement in the manner set forth below.

29. Plaintiffs hereby agree to completely indemnify and hold harmless the County against any and all claims for liens, damages, compensation or otherwise, arising out of the incidents giving rise to this Civil Action where such claims is brought by a Plaintiff directly or by a Plaintiff as part of a class action or in a derivative capacity, or through an entity in which the Plaintiff is an officer, shareholder and/or director, and/or against any claim made against the settlement proceeds that is asserted by any entity or individual, said indemnity to include, but not be limited to, indemnity for claims arising from the sole negligence of the parties and to include all reasonable costs in defending against such claims, liens, etc., including attorney's fees. Plaintiffs hereby waive any and all rights of exemption, both as to real and personal property to which they may be entitled under the laws of any State as against such claim for reimbursement or indemnity. This indemnity agreement shall include all reasonable attorney's fees, costs, and expenses incurred by indemnitee in conjunction with asserting a claim against the undersigned for indemnity pursuant to this paragraph.

30. It is understood and agreed that the parties have relied wholly upon their own judgment, belief, knowledge, and the advice of their attorneys, as to the finality of this Settlement Agreement, and that the Settlement Agreement is made without reliance upon any statement or representation not contained herein.

VI. DISMISSALS

31. Within 5 days of the Effective Date of this Settlement Agreement, Plaintiffs shall submit a stipulation of dismissal with prejudice of the pending claims against Defendant McIntosh County. The Court shall retain jurisdiction over the Defendant McIntosh County for a period of three years after entry of the Settlement Agreement, for the purpose of enforcing or interpreting the provisions of this Settlement Agreement.

VII. MISCELLANEOUS TERMS

32. The parties to this Settlement Agreement shall endeavor in good faith to resolve informally any differences regarding the interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. However, in the event of a failure by Defendant McIntosh County, whether willful or otherwise, to perform in a timely manner any act required by this Settlement Agreement or in the event of any other act violating any provision hereof, any party may at any time within three years of the Effective Date of this Settlement Agreement move this Court to reopen the case and impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance or non-performance of certain acts and an award of any damages, costs, and attorneys' fees which may have been occasioned by non-actions or actions.

33. Failure of a party to insist upon strict performance of any provision of this Settlement Agreement shall not be deemed a waiver of the party's rights or remedies or a waiver by the party of any default by another party in performance or compliance with any term of this Settlement Agreement.

34. This Settlement Agreement shall not be construed as an admission or acknowledgment of liability by Defendant McIntosh County.

35. Nothing in this Settlement Agreement shall be construed as a waiver of the County's immunities under state and/or federal law.

36. This Settlement Agreement may be signed by the parties in several counterparts, each of which shall serve as an original as against any party who signed it, and all of which taken together shall constitute one and the same document.

37. Each signatory hereto further states that they have carefully read the within and foregoing Settlement Agreement and full and final release of claims and know and understand the contents thereof and that they execute the same as their own free act and deed.

38. Neither the County nor its attorneys make any representation as to the tax consequences, if any, of the provisions of this Settlement Agreement. Plaintiffs acknowledge and agree that it will be the sole responsibility of Plaintiffs and/or their attorneys to pay any taxes due on the settlement amount, if any; and that Plaintiffs specifically agree to hold the County harmless as to any tax liability that may result.

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