

NARDONE & CRECELIUS, LLC

EMINENT DOMAIN ATTORNEYS

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October 7, 2015

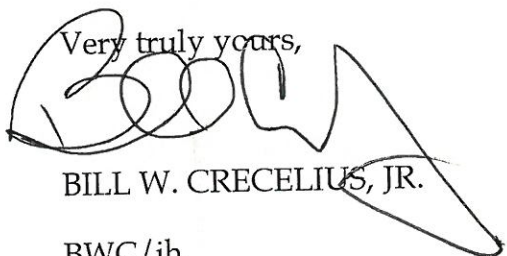
Leonid Felgin, Esq.
Riley McLendon, LLC
315 Washington Avenue
Marietta, GA 30060

Re: City of Dunwoody, Georgia v. Gustavo Real, et al.
DeKalb County Superior Court CAFN 2015-CV-1529-8

Dear Mr. Felgin:

Enclosed please find the original executed Settlement Agreement and Release and Consent Order and Judgment in the above matter. Kindly advise if anything further is needed.

Very truly yours,



BILL W. CRECELIUS, JR.

BWC/jh

cc: John Salinas
Gustavo Real

RECEIVED

OCT 12 2015

BY: Jh

NOW, THEREFORE, IT IS ORDERED, CONSIDERED AND ADJUDGED as follows:

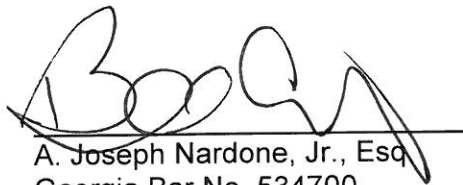
1. Dunwoody shall pay the additional sum of Seven Thousand Seven Hundred Seventy-Six and 00/110 dollars (\$7,776.00) into the Registry of DeKalb County Superior Court as full and final just and adequate compensation in this matter.
2. Upon payment of said amount, Condemnees' appeal shall stand dismissed.
3. The Clerk of the Superior Court of DeKalb County, Georgia, is hereby authorized and directed to pay *instanter* to GUSTAVO REAL and REAL WORLD VENTURES, LLC, c/o their attorneys of record and payable to NARDONE & CRECELIUS, LLC ESCROW ACCOUNT, 10475 Medlock Bridge Road, Building 800, Suite 820, Johns Creek, GA 30097, via the United States mail, the principal sum of \$26,776.00, plus any applicable interest, being the amount paid into Court on its behalf by the Condemnor.
4. Let this Order be filed as part of the Record in this case.

SO ORDERED, this ____ day of _____, 2015.

Linda W. Hunter, Judge
 DeKalb County Superior Court
 Stone Mountain Judicial Circuit

Consented:

NARDONE & CRECELIUS, LLC



A. Joseph Nardone, Jr., Esq.
 Georgia Bar No. 534700
 Bill W. Crecelius, Jr., Esq.
 Georgia Bar No. 195050
 Attorneys for Condemnees
 10475 Medlock Bridge Road
 Building 800, Suite 820
 Johns Creek, Georgia 30097

RILEY MCLENDON, LLC

Cecil McLendon, Jr., Esq.
 Georgia Bar No. 497010
 Leonid Felgin, Esq.
 Georgia Bar No. 743786
 Attorneys for Condemnor
 315 Washington Avenue
 Marietta, Georgia 30060

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement") is made and entered into this ____ day of _____ 2015, by and between the City of Dunwoody, Georgia, a Municipal Corporation (hereinafter "Dunwoody" or "Condemnor"), and Gustavo Real and Real World Ventures, LLC (hereinafter "Condemnees") (each of the above is a "Party").

WITNESSETH:

WHEREAS, Condemnees own a certain parcel of land located on the corner of Tilly Mill Road and North Peachtree Road in the City of Dunwoody, Georgia, known as 4962 Tilly Mill Road, Dunwoody, Georgia according to the present system of numbering therein as more fully described in Paragraph 5 of the Petition for Condemnation (hereinafter the "Whole Parcel") filed in DeKalb County Superior Court, Civil Action File Number 2015-CV-1529-8 (hereinafter the "Petition"), and

WHEREAS, via the Petition, Dunwoody acquired certain rights over a portion of the Whole Parcel as more further described in the Declaration of Taking filed contemporaneously with the Petition (hereinafter the "Acquired Parcels"), and

;

WHEREAS, contemporaneously with the filing of the Petition the City paid the sum of Nineteen Thousand and 00/100 Dollars (\$19,000.00) into the registry of the DeKalb County Superior Court as the just and adequate compensation to be paid for said Acquired Parcels; and

WHEREAS, Condemnees appealed the amount paid into the Court as just and adequate compensation in the matter; and

WHEREAS, the Parties have reached an agreement regarding the case and desire to settle their disputes with one another.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Consent Order. The Parties shall submit a Consent Order to the Court as set out on Exhibit "A" which requires Dunwoody to pay the additional sum of Seven Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$7,776.00) into the registry of the DeKalb County Superior Court. The full paid- amount of Twenty-Six Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$26,776.00) shall serve as just and adequate compensation for Dunwoody's acquisition of the Acquired Parcels in this action.

2. Releases.

2.1 Definition of Claims. For purposes of this Section 2, "Claims" means any and all claims, penalties, charges, citations, demands, liabilities, contracts, liens, lien rights, damages, costs, expenses (including, without limitation, attorneys' and

professional fees), compensation, obligations and causes of action or any other right of every type and description whatsoever arising out of or otherwise related to the Project and/or the Contract, including, without limitation, causes of action for legal or equitable relief, whether absolute or contingent, due or to become due, disputed or undisputed, liquidated or unliquidated, known or unknown, actual or potential, express or implied, suspected or unsuspected, fixed or contingent, criminal or civil.

3.2 Release by Condemnees. Condemnees hereby release, quit, and forever discharge Dunwoody or its attorneys, employees, contractors, subcontractors, materialmen, agents, representatives, predecessors, successors, heirs, insurers, bonding companies, assigns, subsidiaries, parent entities, sister entities and affiliates, and their respective successors and assigns (referred to hereinafter as the "Released Parties") from any and all Claims that Condemnees now or hereafter have or may have against Dunwoody regarding the Whole Parcel or Acquired Parcels. Condemnees hereby covenant and agree that they will forever refrain and forbear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against any of the Released Parties based on, arising out of, or connected with any of the above released Claims.

3. **Representations and Warranties; Governing Law; Entire Agreement.** The Parties acknowledge that they have executed this Agreement voluntarily, knowingly and with the benefit of advice of legal counsel of their own choosing. The Parties further acknowledge that they and their attorneys have conducted whatever investigation was deemed necessary by them or their attorneys to ascertain all facts and matters related hereto and that they are not relying in any way on any statement or representation by any other party or its attorneys in reaching the decision to enter into this Agreement. The Parties further acknowledge that they may hereafter discover facts different from or in addition to those which they now know or believe to be true and agree that, in such event, this Agreement shall nevertheless remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof. The Parties to this Agreement hereby covenant and agree that this Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, except as otherwise set forth herein.

4. **Effectiveness of Agreement.** This Agreement shall not become effective until and unless all parties have duly executed the Agreement.

5. **Miscellaneous.**

5.1 Legal Fees. The Parties covenant and agree that if either Party commences an action, at law or in equity, to enforce any right under any provision of this Agreement or to compel compliance with any provision of this Agreement,

the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection therewith.

5.2 Modification. No provision hereof may be changed, altered, modified, or waived except in writing signed by all Parties or their duly authorized representatives, which writing shall specifically reference this Agreement and that provision that the Parties intend to waive or modify. A waiver by a Party hereof of a breach of any of the provisions hereof shall not operate or be construed as a waiver of any subsequent or simultaneous breach.

5.3 Severability. In the event that any provision hereof shall be held to be unenforceable, each and all of the other provisions hereof shall remain in full force and effect.

5.4 Construction. The Parties and their respective counsel have participated jointly in the negotiation and drafting hereof. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if having been drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions hereof.

5.5 Headings and Captions. The headings and captions used herein are for means of reference only and shall not in any way define, limit, expand or otherwise affect any provision hereof.

5.6 Counterparts Acceptable. This Agreement may be executed in two or more counterparts, and by each Party on a separate counterpart, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

5.7 Signatories. The individuals signing this Agreement on behalf of Condemnees and on behalf of the City of Dunwoody, Georgia warrant that they are duly authorized to sign on behalf of the respective entities.

5.8 Governing Law/Choice of Forum. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of Georgia. Each Party agrees that any dispute, legal action or proceeding relating hereto or to enforce any judgment obtained in relation hereto shall be brought in the state or federal courts located in DeKalb County, Georgia, and each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts for such purposes. In addition, each such person waives, to the fullest extent permitted by applicable law, any objection which such person may now or hereafter have to the venue of any suit, action, or proceeding arising out of or brought in the above-designated courts, and any claim that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GUSTAVO REAL

Gus Real

REAL WORLD VENTURES, LLC

By: _____

Name: _____

Title: _____

John Salinas
JOHN SALINAS
MANAGER

Sworn to and Subscribed before me

This 7 day of October 2015.

Alan My
Notary



CITY OF DUNWOODY, GEORGIA

By: _____

Name: _____

Title: _____

Sworn to and Subscribed before me

This ___ day of _____ 2015.

Notary