

STATE OF GEORGIA

NEWTON COUNTY

SETTLEMENT AGREEMENT

This Settlement Agreement and Release ("Settlement Agreement") entered into this ___ day of February, 2014 by and between Georgia Transmission Corporation (An Electric Membership Corporation) ("GTC") and the City of Mansfield, acting by and through its Mayor and City Council, (individually, the "Party;" jointly, the "Parties").

WITNESSETH

WHEREAS, GTC seeks an easement shown in the attached plat dated February 9, 2012 ("Easement") from the City of Mansfield, Georgia, for the construction and operation of GTC's Mill Pond transmission line;

WHEREAS, GTC filed a condemnation action (hereinafter "Lawsuit") against the City of Mansfield to acquire the Easement and such Lawsuit is currently pending in the Court of Appeals, State of Georgia styled *City of Mansfield, Georgia v. Georgia Transmission Corporation* Case No. A13A1032;

WHEREAS, the Parties met without counsel in January, 2014 for the purpose of entering into compromise and settlement negotiations over the Lawsuit;

WHEREAS, without admitting to any of the contentions in the Lawsuit, and subject to the terms and conditions outlined herein, the Parties are willing to compromise and settle the Lawsuit and the underlying condemnation on the terms outlined herein.

NOW THEREFORE, in consideration of the mutual promises and benefits outlined below, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. GTC will pay the City of Mansfield a total sum of two hundred and fifty thousand dollars (\$250,000) as just and adequate compensation for the rights acquired in the Easement comprising of 2.624 acres, shown in the attached plat dated February 9, 2012. The cost basis of this compensation is \$25,000 for the Easement, \$200,000 for administrative and legal costs and \$25,000 for a tree replacement program for a total of \$250,000. However, the City of Mansfield is under no obligation to spend this compensation as described above. Compensation will be paid after completion of actions described in paragraph 2 below and upon execution of the Easement by the City of Mansfield. This compensation will be in the form of a check delivered to City Hall.
2. The City of Mansfield agrees to dismiss its pending appeal in the Lawsuit and GTC agrees to dismiss its condemnation action against the City of Mansfield involving the Easement.
3. The Parties agree to keep the terms of this agreement confidential. In response to inquiries, the Parties may respond that they have settled the case voluntarily, but they shall not disclose the amount of compensation or other terms of this Settlement Agreement within the limits of applicable State law.
4. This Settlement Agreement and the Easement contain the sole, complete and entire agreement and understanding between the Parties concerning the matters stated herein. This Settlement Agreement and the Easement may not be altered, modified, or changed in any manner except by writing duly executed by the Parties. No statements, promises

or representations have been made by either Party to another and no consideration has been or is offered, promised, expected or held out, other than that stated in this Settlement Agreement and the Easement.

5. Time is of the essence of this Settlement Agreement.
6. Each Party agrees not to sue the other Party and hereby knowingly and voluntarily releases and holds harmless the other Party from all claims related to the Lawsuit and Easement, including causes of action, suits, damages, compensation and attorneys' fees. The Parties intend for this Settlement Agreement to resolve all legal issues related to the Lawsuit and Easement.
7. GTC will continue to work with the Georgia Integrated Transmission System ("ITS") to meet the City of Mansfield's transmission needs and will support any future projects, including substation additions, that meet reasonable and good engineering practice, as determined through the ITS Planning process.
8. This Settlement Agreement shall be construed in accordance with the laws of the State of Georgia.
9. This Settlement Agreement shall be binding on the Parties, their successors, heirs, assigns, affiliates, employees and agents.

IN WITNESS WHEREOF the Parties have set their hands and seals on the date first written above.

For the City of Mansfield:

Estona Middlebrooks

Name: Estona Middlebrooks

Title: Mayor

For Georgia Transmission Corporation:

Jerry Donovan

Name: Jerry Donovan

Title: President and CEO

Georgia Transmission Corporation



NOTES:

- PHOTO SCIENCE AND THE LAND SURVEYOR WHOSE SEAL IS AFFIXED HEREON DO NOT GUARANTEE THAT ALL EASEMENTS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THE EXISTING BOUNDARY LINES AND OWNERSHIP SHOWN HEREON ARE CALCULATED FROM DEEDS AND PLATS OF RECORD, EXISTING MONUMENTATION, AND APPARENT PHYSICAL EVIDENCE.
- HORIZONTAL COORDINATES SHOWN WERE DERIVED USING GLOBAL POSITIONING SYSTEMS (GPS) AND BASED ON THE POSITIONAL VALUES FOR THE VIRTUAL REFERENCE STATION NETWORK DEVELOPED BY eGPS SOLUTIONS AND COORDINATE VALUES OBTAINED FROM THE ONLINE POSITIONAL USER SERVICE (OPUS) PROVIDED BY NATIONAL GEODETIC SURVEY (NGS) USING LEICA 530 DUAL FREQUENCY RECEIVERS AND HAVING AN ESTIMATED POSITIONAL ACCURACY OF ±0.10 FOOT.
- THE DIMENSIONS SHOWN HEREON ARE HORIZONTAL LINEAR DISTANCES DERIVED FROM FIELD MEASUREMENTS.



PHOTO SCIENCE
1410 INDIAN TRAIL ROAD
NORCROSS, GEORGIA 30093
(770) 564-9843

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 28,572 FEET, AND AN ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

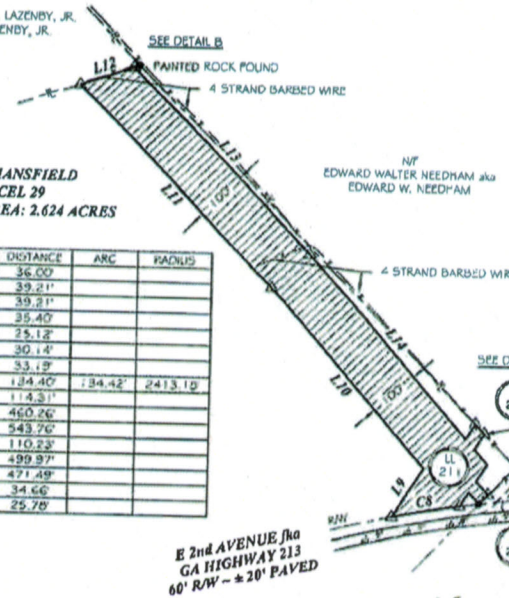
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 184,446 FEET.



N/P
FRANK LAZENBY aka JULIUS F. LAZENBY, JR.
aka JULIUS FRANKLIN LAZENBY, JR.

**CITY of MANSFIELD
PARCEL 29
BASEMENT AREA: 2.624 ACRES**

LINE	BEARING	DISTANCE	ARC	RADIUS
L1	S 31°44'41" W	36.00		
L2	S 41°16'00" E	39.21		
L3	S 31°44'41" W	39.21		
L4	S 41°16'00" E	35.40		
L5	S 45°17'46" W	25.12		
L6	N 41°16'00" W	30.14		
L7	S 31°44'41" W	53.12		
C6	S 70°39'30" W	184.40	184.42	2413.10
L9	N 31°44'41" E	114.31		
L10	N 41°16'00" W	460.26		
L11	N 44°12'45" W	543.76		
L12	N 70°39'30" E	110.23		
L13	S 44°12'45" E	499.97		
L14	S 41°16'00" E	471.49		
L15	N 31°44'41" E	34.66		
L16	S 44°07'04" E	25.70		



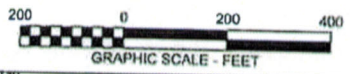
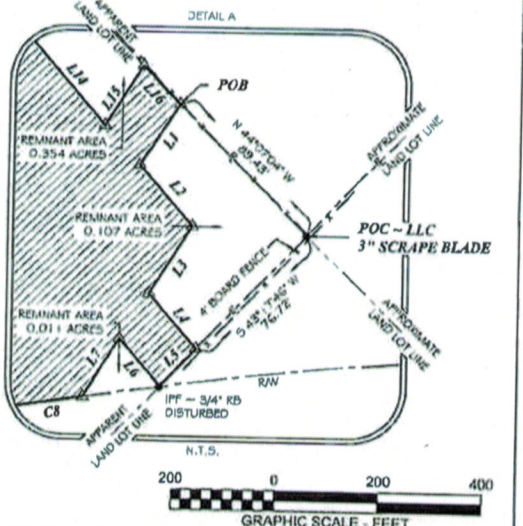
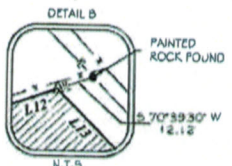
POB
GEORGIA WEST ZONE
COORDINATES IN FEET
N: 1281211.63
E: 2429900.06

POC - LAND LOT CORNER
6" SCRAPE BLADE
N/P
HAROLD T. McCURLEY + DONNA R. McCURLEY
R/W



BYRON T. FREEMAN
GA. REG. LAND SURVEYOR NO. 3184
LEICA 1102 TOTAL STATION USED

- LEGEND**
- IPF - IRON PIN FOUND
 - IPS - IRON PIN SET
 - ⊗ C/MF - CONC. MON. FOUND
 - △ ANGLE POINT
 - NOT TO SCALE
 - x- FENCE
 - - - LAND LOT LINE
 - - - ROAD R/W
 - - - PROPERTY LINE
 - - - DRIVEWAY
 - - - ROADWAY
 - ▨ EASEMENT AREA



SUBJECT PROPERTY REFERENCES:
DEED BOOK 2987, PAGE 256
DEED BOOK 2994, PAGE 89
TAX PARCEL: M1290-00000-042-000

ADJOINING PROPERTY REFERENCES:
(McCURLEY) DB 2022, PG 340
(NEEDHAM) DB 294, PG 426 + DB 420, PG 237 +
DB 790, PG 289
(LAZENBY) DB 666, PG 299 (TRACT ONE) + DB 965, PG 409 (TRACT ONE)
PD 33, PG 219

LAND LOT 211, 19th DISTRICT
CITY OF MANSFIELD, NEWTON COUNTY, GEORGIA

ROW	BY	DESCRIPTION	DATE
1	DFG	Ownership Change	04/11/2012
2	DFG	Average Change	04/11/2012
3	DFG	Returned to Acd Owner Tree Estabment	05/17/2012
4	BTF	Returned to Remove Change Tree Estabment & Change Ownership	1/02/2012

MILL POND ROAD 115KV TRANSMISSION LINE		
Georgia Transmission <small>Owned By Georgia's Electric Cooperatives</small>		
PARCEL 29 EASEMENT AREA PLAT		
Drawn <i>[Signature]</i>	Checked <i>[Signature]</i>	Scale 1" = 200'
Checked <i>[Signature]</i>	Approved <i>[Signature]</i>	9449-PP
Checked <i>[Signature]</i>	Field Date 01-12-2012	
Project P79270	Plat Date 02-09-2012	Sheet 1 of 1