

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

S. Jackson Kimball, Special Circuit Court Judge

Case No. 2014-001264

Frank M. Adams, Appellant,

v.

The City of Tega Cay, Dennis P. Pieper, Municipal Clerk, Katie Poulsen,
Respondents.

EXHIBIT "A" SETTLEMENT AGREEMENT

RECEIVED

NOV 30 2015

SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)
)
Frank M. Adams,)
)
)
Plaintiff,)
)
vs.)
)
The City of Tega Cay, Dennis P.)
Pieper, Municipal Clerk, Katie)
Poulsen,)
)
)
Defendants.)

IN THE COURT OF COMMON PLEAS

SETTLEMENT AGREEMENT

C.A. No. 2012-CP-46-2860

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THIS AGREEMENT is made and entered as of the Effective Date by and between Frank M. Adams ("Adams") and the City of Tega Cay, Dennis P. Pieper, Municipal Clerk, Katie Poulsen (collectively, "Tega Cay").

WITNESSETH:

WHEREAS, certain disputes and disagreements have arisen between Adams and Tega Cay that are now the subject of this Lawsuit;

WHEREAS, the Parties wish to settle and resolve matters between them as set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambulatory recitals, and the terms, covenants and conditions set forth below, the Parties hereby agree as follows.

1. Recitals Incorporated Herein. The above recitals are hereby incorporated in and made a part of this Agreement as fully as if set forth verbatim herein. By signing this Agreement, the Parties acknowledge reading, understanding and agreeing to all of these recitals.

2. Definitions. As used in this Agreement, the following capitalized words or terms shall have the definition and meaning as set forth below. The word or term being defined is denoted by italics.

SPENCER & SPENCER, P.A.
ATTORNEYS AT LAW
226 E. MAIN STREET
P.O. BOX 790
ROCK HILL, S.C. 29731
TEL. 803/327-7191

00117245.WPD

EA

- A. This Agreement means and refers to this Settlement Agreement.
- C. The Lawsuit means and refers to the above-captioned civil action in the Court of Common Pleas, York County, South Carolina, designated C.A. No. 2012-CP-46-2860, including the appeal thereof designated South Carolina Court of Appeals C.A. No. 2014-001264.
- D. Adams means and refers, individually and collectively, to Frank M. Adams, his agents, representatives, heirs, administrators, executors, successors and assigns.
- E. Tega Cay means and refers to the City of Tega Cay, Dennis P. Pieper, Katie Poulsen and their respective agents, representatives, heirs, administrators, successors, members, managers, employees, executors and assigns.
- ~~E. Judgment means and refers to the Judgment and Order signed by the Honorable S. Jackson Kimball, entered May 21, 2014 in the Lawsuit.~~
- G. Claims means, refers to and includes any and all of the following: claims, demands, judgments, expenses, costs, liabilities, liens, suits, sums of money, causes of actions, controversies, set-offs, counterclaims, third-party actions, proceedings, or any liabilities whatsoever, without exception.
- H. The Effective Date means and refers to February 9, 2015.

3. Payment by Adams. Adams shall pay Tega Cay the total sum of \$7,500 ("Settlement Amount") in 30 consecutive monthly installments. Each monthly installment payment ("Installment Payment") shall be in the amount of \$250, and each Installment Payment shall be delivered to Tega Cay on or before the fifteenth day of the respective month. Installment payments shall be directed to the attention of the Finance Department at 7725 Tega Cay Dr., Tega Cay, SC 29708. Time is of the essence with respect to payment of each Installment Payment. The first Installment Payment shall be delivered to Tega Cay on or before March 15, 2015. Adams may make early payment in full or may make early partial payment without penalty; provided that all such partial prepayments shall be applied to reduce the Settlement Amount, last Installment Payment forward and shall not reduce or obviate Adams from making the scheduled Installment Payments as required under this Agreement until payment in full has been completed.

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4. Dismissal of Lawsuit with Prejudice. Within 10 days of the Effective Date, Adams shall take such action as necessary to cause the Lawsuit, including the matters on appeal, to be dismissed with prejudice.

5. Forbearance; Satisfaction of the Judgment. Tega Cay will forebear and not take any action to enforce the Judgment for so long as Adams is in strict compliance with the terms of this Agreement. If Adams delivers to Tega Cay the Settlement Amount in full and in strict adherence with Paragraph 3 of this Agreement, then Tega Cay will satisfy the Judgment in full within 30 days of receipt of the Settlement Amount in full. If Adams fails to remit the Settlement Amount in strict adherence with Paragraph 3 or otherwise breaches this Agreement, then Tega Cay will file a partial satisfaction of the Judgment in the amount received from Adams hereunder and, immediately thereafter and without notice to Adams, may commence actions to enforce and recover the sums due under the Judgment, as partially satisfied.

6. Dismissal of Collateral Matter. Tega Cay and Adams are currently litigants in a matter collateral to the Lawsuit, originally designated C.A. No. 2013-CP-46-2929. Tega Cay and Adams hereby agree to take such actions as necessary to have all the Collateral Matter dismissed with prejudice, including any appeals thereof.

7. Entire Agreement. Adams and Tega Cay understand and agree that no promise, inducement or agreement not herein expressed has been made and that this Agreement contains the entire agreement between Adams and Tega Cay.

8. No Admission of Liability or Wrongdoing. This Release does not constitute or reflect in any way any admission of liability or wrongdoing by Tega Cay or Adams.

9. Warranty of Authority. It is agreed by all parties hereto that the terms of this Agreement are contractual and not a mere recital. All parties hereto represent, declare and warrant that they have the intent and authority to execute and enter into this Agreement; that they have carefully reviewed this Agreement; that have had an opportunity to review and discuss the terms with counsel; and that they agree to each and every term willfully and voluntarily.

10. Governing Law and Forum. The validity, construction and effect of this Agreement shall be governed by the laws of the State of South Carolina, and the parties hereby consent to the

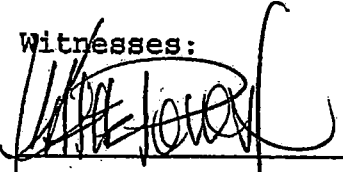
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exclusive jurisdiction of the courts of the state of South Carolina for resolution of any dispute arising hereunder.

11. Amendment. The terms of this Agreement may be modified in whole or in part only by a written instrument signed by each of the parties. Any oral agreement to modify this Agreement shall be void and of no force and effect.

IN WITNESS WHEREOF, Tega Cay and Adams have caused this Agreement to be duly executed and entered as of the latest date set forth below.

Witnesses:



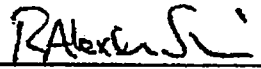
Robert J. Barber


THE CITY OF TEGA CAY

By: 

Its: City Manager

Date: 02-19-15





By: 

Frank M. Adams

Date: 02-09-2015

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Respondents.

EXHIBIT "B" REVOCATION OF SETTLEMENT AGREEMENT LETTER

Frank M. Adams
5 Willard Dr. #615
St. Augustine, Fl. 32082
Ph (386) 225-3254

May 4th, 2015

Spencer & Spencer
Mr. W. Mark White, ESQ.
Suite 200
226 East Main St.
Rock Hill, SC 29731

RE: Revocation of Settlement Agreement, **Frank M. Adams v. The City of Tega Cay, et al.**,
C.A. No. 2012-CP-46-2860, Appellate Case No. 2014-001264.

Dear Mr. White,

This letter serves as notice of my revocation of the settlement agreement that was signed by me on February 9th, 2015, in the offices of Spencer & Spencer, 226 East Main St., Rock Hill, SC.

Background for Revocation

As previously stated, I signed a settlement agreement in the above captioned matter on February 9th, 2015. To date, no copy of the settlement agreement with The City of Tega Cay's (The City) signatory has been provided to me. This would make the settlement agreement unexecuted by the City as of today, the 84th day after me signing the agreement, and therefore revocable by me.

The Settlement Agreement contained a payment schedule to start on March 15, 2015, which would place me in immediate default if The City should ever sign the agreement. This is my reasoning behind this revocation letter.

I have signed stipulations dismissing both cases referenced above, per the agreement. If The City chooses to not come to the table on a similar agreement, then I would have to be made whole in this matter by the reinstatement of both of the above-referenced cases.

Please contact me before scheduling any hearings in this matter, as I am out of state quite frequently, as of late.

Regards,

Frank M. Adams

Frank M. Adams
5 Willard Dr. #615
St. Augustine, Fl. 32082
Ph (386) 225-3254

May 4th, 2015

The Honorable David Hamilton
York County Clerk of Court
P.O. Box 649
York, South Carolina 29745-0649

RE: **Frank M. Adams v. The City of Tega Cay, et al.,**
C.A. No. 2012-CP-46-2860

Dear Mr. Hamilton,

Please find enclosed for filing the original and one copy of the **Revocation of Settlement Agreement** letter in the above-referenced matter and a Certificate of Service. Please file the original and return the clocked-in copy to me in the enclosed envelope.

By copy of this letter, I am serving a copy on the Defendant(s) attorney of record, Mr. W. Mark White, Esq.

Regards,

Frank M. Adams

cc: Mr. W. Mark White
Spencer & Spencer
Suite 200
226 East Main St.
Rock Hill, SC 28731