

RESOLUTION 21-98

**A RESOLUTION TO APPROVE A RELEASE AGREEMENT BETWEEN
RIPPAVILLA, INC. AND THE CITY OF SPRING HILL, TN**

WHEREAS, Rippavilla Inc. and City of Spring Hill, TN entered into an Agreement for Use of Property, dated June 8, 2017, a Lease Agreement dated June 8, 2017, and a Management and Operating Agreement dated, May 22, 2018 (the "Contracts"), pursuant to the terms and conditions and as more fully set forth in the Contracts; and

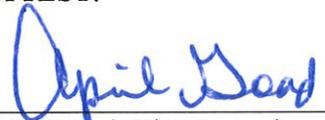
WHEREAS, the both parties desire to terminate the Contracts and release each other from any and all claims that they had, have or may have arising out of or in connection with the Contracts.

NOW, THEREFORE BE IT RESOLVED that, in consideration of the undertakings of the Parties as set forth in this Release Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree on the Release Agreement attached hereto.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, on the 21st day of June 2021.


Jim Hagaman, Mayor

ATTEST:


April Goad, City Recorder

LEGAL FORM APPROVED:


Patrick M. Carter, City Attorney

RELEASE AGREEMENT

This Release Agreement (the "Release Agreement") is entered into this ____ of June 2021 (the "Effective Date"), between Rippavilla, Inc. ("Rippavilla"), and the City of Spring Hill, Tennessee ("City"), Rippavilla and City are sometimes individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Rippavilla and City entered into an Agreement for Use of Property, dated June 8, 2017, a Lease Agreement dated June 8, 2017, and a Management and Operating Agreement dated, May 22, 2018 (the "Contracts"), pursuant to the terms and conditions and as more fully set forth in the Contracts; and

WHEREAS, the Parties desire to terminate the Contracts and release each other from any and all claims that they had, have or may have arising out of or in connection with the Contracts.

NOW THEREFORE, in consideration of the undertakings of the Parties as set forth in this Release Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

- 1. Termination of the Contracts.** The Parties mutually agree that the Management and Operating Agreement terminated April 19, 2021, and the other Contracts shall be terminated effective as of June ____, 2021 (the "Termination Date"). Upon the Termination Date, the Contracts shall have no further force or effect.
- 2. Consideration.** The Parties acknowledge and agree that the mutual release of claims is adequate consideration for this Agreement and that no additional consideration of any kind is due, and that neither Party owes any further obligation with respect to the Contracts.
- 3. Mutual Release.** Rippavilla and City do hereby irrevocably and unconditionally release, cancel, and forever discharge the other Party and its directors, officers, employees, subsidiaries¹, affiliates, agents, and representatives from any and all claims, complaints, causes of action, demands, damages, obligations, liabilities, losses, promises, agreements, controversies, penalties, expenses, and executions of any kind or nature whatsoever, whether known or unknown, actual or potential, whether arising in tort or contract, in law or in equity, which each Party may have, may have had, or may in the future obtain, arising out of or relating to any acts, omissions, agreements, or events relating in any manner to the Contracts. Each Party represents and warrants that it has not filed any action or initiated any other proceeding with any court or government authority against or involving the other Party that may constitute a claim or provide the basis for any liability that is excluded from the release provide for in this Section 3.

¹ Rippavilla, Inc. had planned to form a subsidiary nonprofit LLC called Rippavilla Plantation Society. Based upon the records currently available to the Parties and the Tennessee Secretary of State's database, no such LLC was formed. If, however, the Parties discover that such an entity was formed, then it would have been included explicitly in this lease. Regardless, the Parties expressly agree that any such entity would fall under "subsidiaries" in this paragraph.

4. **Vacating the Leased Property.** Rippavilla shall have through July 15, 2021 to vacate the leased property. If, in good faith, additional time is needed due to moving logistics, Rippavilla may request up to an additional two weeks, for which the City will not unreasonably withhold permission.
5. **Fees and Expenses.** Each Party hereto shall bear its own fees and expenses (including attorneys' fees) incurred in connection with the Contracts, this Release Agreement and the consummation of the transactions contemplated hereby.
6. **Representations.** Each Party hereby represents and warrants that it has not assigned or otherwise conveyed or delegated, in whole or in part, any claim or right that it has or may have under or related in any manner to the Contracts to any third party or person. Each Party represents that the execution and delivery of this Release Agreement is the duly authorized and binding act of the Party, and that the party's signatory hereto is duly authorized to execute this Release Agreement on behalf of that Party.
7. **No Admission of Liability.** Rippavilla and City expressly agree and acknowledge that their entering into this Release Agreement shall not be construed in any manner as an admission of any liability, obligation, or wrongdoing on the part of either Party. Each Party expressly denies any and all liability or wrongdoing with respect to the Contracts.
8. **Cooperation between the Parties.** Each Party shall fully cooperate with the other Party with respect to the performance of this Release Agreement. Each Party will provide or make available to the other Party any information and will execute, acknowledge and deliver such further documents that may reasonably be required in order to effectively perform this Release Agreement and to evidence the termination of the Contracts and to release all obligations and liabilities of the Parties thereunder.
9. **Governing Law and Venue.** This Release Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee, without giving effect to the principles of conflicts of law of such state.
10. **Attorneys' Fees and Costs in Enforcement of the Release Agreement.** If either Party incurs any legal fees and/or costs and expenses in any proceeding to enforce the terms of this Release Agreement or any of its rights provided hereunder, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and any court, arbitration, mediation, or other litigation expenses from the other Party.
11. **Binding Agreement.** This Release Agreement shall be binding upon and inure to the benefit of the successors, assigns and legal representatives of the Parties. There are no third beneficiaries to this Release Agreement. Each Party acknowledges and agrees that it fully understands the provisions set forth in this Release Agreement and their effect, and that each Party is voluntarily entering into this Release Agreement.

- 12. Severability.** If any provision or portion of this Release Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- 13. Construction.** The headings and captions appearing in this Release Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit or extend the scope or intent of the provisions to which they appertain. This Release Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation.
- 14. Counterparts.** This Release Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission or electronic signature shall be deemed as effective as an original executed signature page.
- 15. Waiver.** No waiver of any term or right in this Release Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Release Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Release Agreement thereafter.
- 16. Entire Agreement; Modification.** This Release Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic or otherwise. No change, modification, amendment, or addition of or to this Release Agreement shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Release Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Release Agreement, except to the extent such representations are expressly set forth herein.

IN WITNESS WHEREOF, the Parties have signed this Release Agreement on the date first set forth below.

RIPPAVILLA, INC.

By: _____
Name: _____
Title: _____
Date: _____

CITY OF SPRING HILL, TENNESSEE

By: 
Name: Jim Hagaman
Title: Mayor
Date: June 21, 2021