

STATE OF LOUISIANA

PARISH OF ORLEANS

FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE

PARTIES

- 1) The parties to this Settlement Agreement and Release ("the Agreement") are **MICHAEL W. TIFFT** (hereafter "Plaintiff") and **NEW ORLEANS CITY PARK IMPROVEMENT ASSOCIATION, INC.** (hereafter "Defendant")

RECITALS

- 2) Plaintiff has asserted certain claims (hereafter "Claims" or "the Claims") against the Defendant which were made subject of the lawsuit entitled *Michael W. Tift v. New Orleans City Park Improvement Association, Inc.*, (hereafter "the Lawsuit") pending in the Civil District Court for the Parish of Orleans, and bearing case number 09-7378, in Division "G."
- 3) The parties hereto have reached a full and final settlement of all matters and causes of action which are the subject of, and which relate to, Plaintiff's lawsuit. Plaintiff, for the consideration set forth herein, agrees to settle and compromise all claims under the terms and conditions of this Agreement.
- 4) **Defendant specifically denies and disputes all of the claims made in the Lawsuit.** Specifically, Defendant states that its decision to settle this litigation is solely based upon its concern, as a public entity, about the costs of defending the Lawsuit, and any actions taken by it in connection with the Agreement are made out of an abundance of caution, and in the spirit of ensuring that the public continues to have the full and complete access and input into the operations and decision-making process of the

Defendant that it has enjoyed at all times, including in connection with the golf course development that forms the subject matter of this litigation.

THEREFORE THE PARTIES AGREE AND COVENANT AS FOLLOWS:

RELEASE AND SETTLEMENT AGREEMENT

- 5) In consideration of the payments, terms and conditions stated herein, the Plaintiff hereby **RELEASES, ACQUITS, AND DOES FOREVER DISCHARGE** the Defendant, in all capacities from any and all claims, demands, causes of action, debts, liabilities, or controversies of any kind whatsoever, whether known or unknown, whether liquidated or unliquidated, which Plaintiff has or may have, whether presented or not, against Defendant, and arising out of the circumstances plead in the original Petition herein.
- 6) **IT IS UNDERSTOOD AND AGREED** that this is a **FINAL RELEASE** made to fully and finally compromise any and all claims of every nature and kind whatsoever which have been or could have been brought by Plaintiff against Defendant and which arise out of events that are described in the Lawsuit.
- 7) **IT IS FURTHER UNDERSTOOD AND AGREED** that the payment and actions described herein as consideration are **NOT** to be construed as any admission of liability on the part of the Defendant, its representatives, insurers, employees, assigns and successors in interest, but the payment is in compromise and settlement of Plaintiff's claims, which are not admitted but are specifically denied and disputed by Defendant.
- 8) This **RELEASE** is being given by Plaintiff voluntarily and not based on any representations or statements of any kind made by the Defendants, their agents, representatives, employees, or their counsel as to the merits, legal liability, or value of the Plaintiff's

claims or any other matter relating thereto.

- 9) This Agreement shall be a fully binding and complete settlement between Plaintiff and Defendant, and under no circumstances shall the Defendant ever be called upon to make any additional payments to Plaintiff, directly, or indirectly, other than the sum that is set forth as the consideration in this Settlement Agreement and Release.

CONSIDERATION

- 10) In consideration of the release set forth above, Plaintiff and Defendants agree to be bound by the following payment provisions:

- A. Plaintiff understands and acknowledges that he is dismissing with prejudice any and all claims against Defendant;
- B. Defendant agrees to pay Plaintiff the sum of **ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00)**;
- C. Defendant will conduct, within sixty (60) days of the signing of the Agreement, a properly advertised meeting of its Board of Commissioners, at which a quorum is present, and during which the public will be presented an overview of the CPIA's staff recommendations regarding the Golf Master Plan and the request for proposals contemplated by the staff. The meeting will be conducted in accordance with the Louisiana Open Meetings Act in all respects, including the opportunity for the public to comment. Defendant also agrees to place a display advertisement in the Times Picayune, indicating the date, place, and time for said meeting, which advertisement shall run for at least three days, at least one week in advance of said meeting, and which advertisement shall invite public

comment. The display advertisement shall run three columns.

D. Each party shall bear its own costs.

ADDITIONAL DOCUMENTS

- 11) All parties agree to cooperate fully and execute any and all additional documents and to take any and all additional actions that may be necessary to give force and effect to the basic terms and intent of this Agreement.

GOVERNING LAW

- 12) This Agreement shall be governed and construed in accordance with the laws of the State of Louisiana and the United States of America. If a provision of this Agreement or any provision hereafter adopted shall for any reason be found to be inapplicable, invalid, illegal, or unenforceable in any respect, such inapplicability, invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, but the Agreement shall be construed as if such provision had never been contained herein, or in the alternative, such provision shall be modified to the extent of such inapplicability, invalidity, illegality, or other unenforceability.

ENTIRE AGREEMENT

- 13) **THIS AGREEMENT, TOGETHER WITH THE OTHER SETTLEMENT DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS AGREEMENT AND THE OTHER SETTLEMENT DOCUMENTS EMBODY THE ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND**

SUPERSEDE ALL PRIOR PROPOSALS, NEGOTIATIONS, AGREEMENTS AND UNDERSTANDINGS RELATING TO THE SUBJECT MATTER HEREOF.

SIGNATURE

IN WITNESS WHEREOF, the undersigned has set forth his true and lawful signature and the Effective Date of this Settlement Agreement and Release shall be the date upon which the notarization of the signature:

Michael W. Tift

Michael W. Tift (Plaintiff)

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY PUBLIC,

THIS 17 DAY OF September, 2009.

Rebecca S. Miller

NOTARY PUBLIC

REBECCA S. MILLER (31314)
Notary Public, State of Louisiana
My Commission Expires at Death

Robert Becker, on behalf of the
New Orleans City Park Improvement
Association, Inc. (Defendant)

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY PUBLIC,

THIS _____ DAY OF _____, 2009.

NOTARY PUBLIC

