SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release of Claims ("Agreement") is between the Housing Authority of Savannah ("HAS") and the Yamacraw Resident Council ("YRC"). HAS and YRC are collectively the "Parties" and may be referred to individually as a "Party".

WHEREAS, HAS submitted a Section 18 Demolition/Disposition application for Yamacraw Village to the United States Department of Housing and Urban Development ("HUD");

WHEREAS, YRC submitted its formal opposition to the Demolition application to HUD on or around September 23, 2025;

WHEREAS, counsel to YRC includes the Georgia Legal Services Program ("GLSP"), the Lawyers' Committee for Civil Rights ("Lawyers' Committee"), and the National Housing Law Project ("NHLP";

WHEREAS, counsel to HAS includes Ellis Painter and Reno & Cavanaugh, PLLC;

WHEREAS, the Parties have agreed to resolve YRC's objections to HAS's Section 18 Demolition Application for Yamacraw Village and to avoid the expense, delays, and uncertainties of litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Definitions.

A. **Yamacraw Village** is a twenty-two acre public housing project located in Savannah, Chatham County, Georgia, HUD Development Number GA002002, as further described in the HUD Declaration of Trust, a copy of which is provided at Exhibit A;

B. The **Project-Based Voucher ("PBV") Program** is a program authorized and governed under 42 U.S.C. § 1437f(o)(13) and 24 C.F.R. Part 983;

C. The **Section 8 Program** includes the PBV, and the Project-Based Rental Assistance programs governed under 42 U.S.C. § 1437f.

D. **Extremely low-income families** means families whose income is less than or equal to 30% of the median family income for the area;

E. **Replacement Housing** means, for purposes of this Agreement, no less than 100 income-based HUD subsidized units to be developed on the Yamacraw Village site in order to replace units lost by demolition. Replacement Housing units are income-based, HUD subsidized, project-based units attached to the property (versus a mobile subsidy), where tenants pay income-based rent that does not exceed the limits in 42 U.S.C. § 1437a(a), and that is adjusted when their income adjusts, such as PBV or PBRA units;

F. The **Rental Assistance Demonstration ("RAD") Program** is a program governed and authorized under the Consolidated and Further Continuing Appropriations Act of 2012, Public Law 112-55, as amended by Public Laws 113-76, 113-235, 114-113, 115-31, 115-141, 117-103, 118-42, and 119-101; HUD Notice H-2019-09 PIH-2019-23 (Revision 4); or any subsequent HUD notice(s);

G. A **RAD/Section 18 Blend** is a public housing conversion that combines RAD and Section 18 activities and that includes both Converting Public Housing Assistance and Converting Tenant Protection Voucher Assistance and is governed and authorized under HUD Notices H-2019-09 PIH-2019-23 (Revision 4), Notice PIH 2024-40, Notice PIH 2026-23, or any subsequent HUD notice(s).

II. Commitment to Provide Replacement Housing

A. HAS will require the redevelopment of Yamacraw Village to include the Replacement Housing via the RAD Program (the "Commitment"). As it pertains to the Commitment, "RAD" may include a traditional RAD conversion, a RAD/Section 18 Construction Blend, a RAD/Section 18 Sequential Blend, or any other RAD/Section 18 Blend that may be available to HAS, depending on which strategy is deemed most feasible from a development perspective and most optimal to maximize the total number of Replacement Units. Notwithstanding anything in this Agreement to the contrary, YRC acknowledges that the redevelopment of Yamacraw Village may be done in phases and decisions regarding such development phasing and corresponding unit mixes is at the discretion of HAS and its to-be-selected development partner(s).

B. HAS will effectuate and memorialize the Commitment in the development agreement(s) between HAS and it's to-be-selected development partner(s) of Yamacraw Village. HAS will share a copy of that agreement with the YRC within 10 calendar days of execution of such development agreement(s).

C. The Commitment is subject to all applicable federal and state housing program regulations and rules, and is also subject to the availability and sufficiency of funding for the

Replacement Units. If, due to no fault of HAS or of its to-be-selected developer(s), HAS and/or its development partner(s) is unable to use the RAD Program to build the Replacement Housing, HAS will require the development of at least 100 units of HUD subsidized affordable housing that is similar in rent structure and tenant protections as the Section 8 Program, under or pursuant to a HUD or other government program similar to the Section 8 Program. If the Section 8 Program is discontinued, HAS and/or its to-be-selected development partner(s) will develop Replacement Housing similar in rent structure and tenant protections as the Section 8 Program, if a government program similar to Section 8 exists under which Replacement Housing units can be built. HAS shall be relieved of its obligations under this Agreement and under the Commitment if HAS, through no fault of its own, determines that the Commitment is infeasible due to acts of Congress, acts of HUD, other governmental acts or omissions, judicial decisions, pandemic, environmental uninhabitability or remediation infeasibility, economic infeasibility outside of HAS' control, collapse of national economy, or any other similar causes not within HAS's control. In the event that such circumstances arise and HAS determines the Commitment is infeasible, HAS will issue a formal decision that it is unable to fulfill the Commitment, and HAS will notify YRC and counsel for YRC in writing of its decision within fifteen (15) business days.

D. Nothing herein precludes HAS and/or its to-be-selected development partner(s) from developing and operating more than one hundred (100) Replacement Housing units on the redeveloped Yamacraw Village site, or from developing and operating other housing units on the redeveloped Yamacraw Village site restricted to occupancy by extremely low-income households.

E. Within five (5) calendar days of full execution of Agreement, YRC, by and through GLSP, Lawyers' Committee, and NHLP, shall notify HUD in writing that it is withdrawing its opposition to the Section 18 Demolition/Disposition application for Yamacraw Village.

F. Within six (6) months of approval of the Section 18 Demolition/Disposition application for Yamacraw Village by HUD, HAS will submit the RAD application for Yamacraw Village.

G. Upon execution of this Agreement, the joint press release attached as Exhibit "B" shall be issued by the Parties.

III. Right to Return.

A. Pursuant to Section 1.4.A.5.b. of HUD Notice H-2019-09 PIH-2019-23 (Revision 4), all residents living at Yamacraw Village at or after the time of receipt of the RAD Conversion Commitment ("RCC") for Yamacraw Village may exercise their right to return under the RAD Program. The right to return is not a guarantee of the same unit size previously occupied, nor guarantee of available units developed under the Public Housing program. Pursuant to the RAD

Program, HAS agrees that to the extent it is involved in the return of residents, it will not rescreen returning residents except as required under applicable housing programs and HAS's Administrative Plan for the Housing Choice Voucher Program ("Admin Plan").

B. All eligible residents who voluntarily vacated Yamacraw Village between January 1, 2023, and issuance of the RCC for Yamacraw Village shall have a secondary preference for housing at the redeveloped Yamacraw Village site, provided that they submit a housing application and meet all eligibility criteria and further provided that HUD does not deem such preference to be in noncompliance with any applicable HUD requirements.

C. Documents recorded at the time of any closing whereby any interest in a portion of Yamacraw Village is conveyed (e.g. via lease or deed) to another entity for the purposes of developing housing will provide that the lessee/grantee will not rescreen returning residents except as required under applicable housing programs and HAS's Administrative Plan. All current and former Yamacraw Village residents will continue to be subject, however, to the recertification process applicable to their program to determine continuing income eligibility, including during any temporary relocation and upon moving into the housing rebuilt at Yamacraw Village.

IV. Development Updates to the YRC.

HAS shall provide written, semi-annual development updates to the YRC. In addition, HAS acknowledges that regular, monthly updates will be provided to the general community and accessible by the general public through a to-be-established website.

V. Limitations on Enforcement of Agreement.

A. YRC's, or its successor's, enforcement authority under this Agreement is solely limited to enforcing the terms of this Agreement, provided that any successor to YRC shall be in compliance with the requirements of 24 C.F.R. Part 964. No other Party or individual may take action to enforce this Agreement. Accordingly, YRC shall not be entitled to any injunctive relief that halts, stops, stays, pauses, or otherwise enjoins (a) the demolition of any existing public housing units at Yamacraw Village, (b) the relocation of any residents of Yamacraw Village, (c) the construction of infrastructure at Yamacraw Village, or (d) the application for or issuance of any funding or permits for the redevelopment of Yamacraw Village. For the avoidance of doubt, the Parties affirm that GLSP, the Lawyers' Committee, NHLP, Ellis Painter, Reno & Cavanaugh, PLLC, individual members of YRC, and individual former, current and future residents of Yamacraw Village are not party to this Agreement and therefore may not seek enforcement of the terms of this Agreement in their individual capacities.

B. If HAS, through no fault of its own, (i) does not receive sufficient subsidy funding to support one hundred units of income-based HUD subsidized housing at Yamacraw Village, or (ii) such subsidy funding becomes unavailable, these conditions shall be a defense to any action to enforce this Agreement.

VI. Subsequent Disputes.

No Party shall commence any proceeding against the other to enforce this Agreement without first providing at least thirty (30) days written notice of the alleged breach, which shall set forth a summary of the alleged breach and a proposed remedy. The Parties agree to work cooperatively with one another and use their best efforts to resolve informally any differences regarding interpretation of and compliance with this Agreement prior to bringing such matters to any court with jurisdiction or to HUD.

VII. Authority.

A. YRC represents, warrants, and agrees that YRC: (i) has had the opportunity to consult with its counsel GLSP, Lawyers' Committee, and NHLP regarding this Agreement; (ii) has read this Agreement, understands its contents, and has executed it voluntarily and without duress or undue influence from any person or entity; and (iii) has full power and authority to enter into and perform all actions or transactions contemplated by this Agreement.

B. HAS represents, warrants, and agrees that HAS: (i) has had the opportunity to consult with its counsel Ellis Painter and Reno & Cavanaugh, PLLC regarding this Agreement; (ii) has read this Agreement, understands its contents, and has executed it voluntarily and without duress or undue influence from any person or entity; and (iii) has full power and authority to enter into and perform all actions or transactions contemplated by this Agreement.

VIII. Notice.

All notices required or permitted to be given under this Agreement shall be in writing and served on the Parties at the addresses set forth below, or to such other address as the Party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto. Any such notice shall be either (a) sent by personal delivery, in which case notice shall be deemed delivered upon receipt, (b) sent by certified mail, return receipt requested, postage prepaid, in which case notice shall be deemed delivered only upon actual delivery (or attempted delivery which is refused), or (c) sent by overnight delivery using a nationally recognized overnight courier (e.g., Federal Express), in which case notice shall be deemed delivered one (1) business day after deposit with such courier. Such notice shall also be sent by email.

For Notices provided to HAS:
Evette Hester, Executive Director
Housing Authority of Savannah
1407 Wheaton St.
Savannah, Georgia 31404
ehester@savannahpha.com

With a copy to:
Dana F. Braun, Esq.
Ellis Painter
24 Oglethorpe Professional Blvd.
Savannah, Georgia 31406
Mailing Address:
Post Office Box 9946
Savannah, Georgia 31412
dbraun@ellispainter.com

and

Iyen Acosta, Esq.
Reno Cavanaugh PLLC
455 Massachusetts Ave., NW
Washington, DC 20001
iacosta@renocavanaugh.com

For Notices provided to YRC
Shana M. Williams
Yamacraw Resident Council
956 Yamacraw Village
Savannah, GA 31401
smwilliams113084@gmail.com

With a copy to:
William K. Broker, Esq.
Georgia Legal Services Program
6602 Abercorn St., Suite 203
Savannah, GA 31405
bbroker@glsp.org

Brook Hill, Esq.

Lawyers' Committee for Civil Rights Under Law
1500 K Street NW, Suite 900
Washington, DC 20005
bhill@lawyerscommittee.org

Korey Lundin, Esq.
National Housing Law Project
90 New Montgomery St., Suite 1015
San Francisco, CA 94105
klundin@nhlp.org

IX. Mutual Release of Claims.

Upon full execution of this Agreement, the Parties and their officers, directors, members, employees, assigns, and/or agents as applicable do hereby release, acquit, and forever discharge one another, including their officers, directors, members, employees, assigns, and/or agents as applicable, from any and all liability for any claims or causes of action, legal or equitable, known or unknown, which any Party has or ever has had based in any way directly or indirectly on HAS's Section 18 Application for Demolition of Yamacraw Village, HAS's planned redevelopment of Yamacraw Village, and/or YRC's opposition thereto. Nothing in this Agreement shall be construed to limit any individual tenants' ability to enforce their rights under the RAD Program under the Consolidated and Further Continuing Appropriations Act of 2012, Public Law 112-55, as amended by Public Laws 113-76, 113-235, 114-113, 115-31, 115-141, 117-103, 118-42, and 119-101; HUD Notice H-2019-09 PIH-2019-23 (Revision 4); or any subsequent HUD notice(s).

X. Continued Recognition of YRC.

For purposes of this Agreement, HAS recognizes YRC's authority to enforce this Agreement after all YRC members and governing board are relocated from Yamacraw Village due to the planned demolition.

XI. No Admission of Liability.

It is understood and agreed between the Parties that this Agreement is a compromise and shall never be construed as an admission of liability, wrongdoing or responsibility on the part of any Party or on the part of any Party's predecessors, successors, assigns, agents, parents, subsidiaries, affiliates, officers, directors, employees, heirs, or personal representatives. Moreover, neither the settlement and release set forth herein nor any Party's execution and performance of this Agreement shall be construed by any person or in any court, agency, or tribunal whatsoever as a present or past admission of liability, wrongdoing, or responsibility.

XII. Final and Entire Agreement.

The Parties hereto acknowledge that this Agreement contains the full, complete, and final understanding and agreement between the Parties regarding HAS's Section 18 Application for Demolition of Yamacraw Village, HAS's planned redevelopment of Yamacraw Village, and YRC's opposition thereto. This Agreement shall not be modified, amended, waived, discharged, or cancelled in any manner except by agreement in writing executed by all Parties hereto.

XIII. Governing Law.

This Agreement is governed by the laws of the United States and the state of Georgia. For the purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all parties and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

XIV. Miscellaneous.

This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Facsimiles and PDFs of signatures shall constitute acceptable, binding signatures for the purposes of this Agreement.

[signature blocks to be added]

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of this 27th day of October, 2026.

For the Housing Authority of Savannah

Evette Hester
Executive Director

For the Yamacraw Resident Council

Shana M. Williams
Treasurer

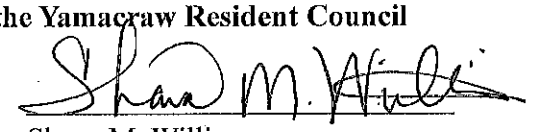
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representatives, have executed this Agreement as of this _____ day of October, 2026.

For the Housing Authority of Savannah

_____

Evette Hester
Executive Director

For the Yamacraw Resident Council



Shana M. Williams
Treasurer

Exhibit A

HUD Deed of Trust

EXHIBIT A - Pg 1

LEGAL DESCRIPTION
GA002002

YAMACRAW VILLAGE

All that certain lot, tract or parcel of land situate, lying and being in North Oglethorpe Ward, Middle Oglethorpe Ward, South Oglethorpe Ward and Carmichael Ward in the City of Savannah, Chatham County, Georgia bounded on the North by Bay Street, on the East by the Western line of Lot Twenty-three (23) north Oglethorpe Ward, the Western line of Ann Street, the Western line of Lumber Street and the Western line of West Boundary Street; on the South by the Northern line of Broughton (formerly Zubley Street), the northern line of York Street and the Northern line of East Canal Lot Number Six (6) Carmichael Ward; and on the West by the Eastern line of the right of way of the Savannah and ogeechee Canal. Said tract of land being bounded more particularly by the following metes and bounds, to wit:

BEGINNING at a point at the Northwest corner of said tract of land where the Southern line of Bay Street intersects the Eastern line of the Savannah and Ogeechee Canal and running thence in a curved line Sixty-seven and seven tenths (67.7) feet to a monument in the Southern line of Bay Street; thence in an Easterly direction along the Southern line of Bay Street One Thousand Three Hundred Twelve and thirty-one one-hundredths (1,312.31 feet to the Western line of Lot Number Twenty-three (23) North Oglethorpe Ward; thence in a Southerly direction One Hundred Twenty-two and five tenths (122.5) feet to a monument in the Southern line of Olive Street; thence in an Easterly direction Seventy-two and five tenths (72.5) feet to a monument in the Southwest corner of Olive Street and Ann Streets; thence in a southerly direction Six Hundred Ninety-seven and seventy-five one-hundredths (697.75) feet along the Western line of Ann Street to the Northwest corner of Ann and Broughton Street (formerly Zubley Street); thence in a Westerly direction along the Northern line of Broughton Street (formerly Zubley Street) Eight Hundred and Seventy-eight and Nine one-hundredths (878.09) feet to the Northwest corner of Brought and Lumber Street; thence along the Western line Lumber Street Four Hundred Twenty-two and Sixty-eight one-hundredths (422.68) feet to the Northwest corner of York and Lumber Street; thence in a Westerly direction Two Hundred Twenty (220) feet to the Western line of West Boundary Street; thence in a Southerly direction along the Western line of West Boundary Street One Hundred Forty-eight and four one-hundredths (148.04) feet to a monument in the dividing line between East Canal Lots Number Five (5) and Six (6) in Carmichael Ward; thence in a Westerly direction one Hundred Eleven and nine tenths (111.9) feet along said boundary line to the right of way of Savannah and Ogeechee Canal; thence in a Northerly direction along the Eastern line of the right of way of Savannah and Ogeechee Canal Eleven Hundred nineteen and five tenths (1119.5) feet to the projected Southern line of Bryan Street; thence in an Easterly direction Ten and five tenths (10.5) feet along the projectd Southern line of Bryan Street to a monument; thence in a Northwardly direction along the Eastern line of the right of way of the Savannah and Ogeechee Canal to the point of beginning.

LEGAL DESCRIPTION
GA002002

Also, all those certain lots, tracts, or parcels of land, situate, lying and being in Carmichael Ward in the City of Savannah, Chatham County, Georgia, as shown on the map or plan of said city as West Canal lots Number Four(4), Five(5), Six(6) and Seven(7) and being bounded on the North by West Canal Lot Number Three(3); on the East by the Western line of the right-of-way of the Savannah and Ogeechee Canal; on the South by the Northern line of West Canal Lot Eight(8); and on the West by the lands of the Central of Georgia Railway Company. Said Four (4) Lots of land being more particularly described by the following metes and bounds:

Beginning at a point of the Western line of the right of ways of the Savannah and Ogeechee Canal Six Hundred and Seventy-one and seven tenths (671.7) feet South of the project Southern line of Bryan Street and extending Eight Hundred Ninety-five and six tenths (895.6) feet along said Western line of the right-of-way of the Savannah and Ogeechee Canal to a monument in said line; thence Westwardly Four Hundred Forty-eight and three tenths (448.3) feet to a monument; thence in a North Eastwardly direction of Three Hundred Fifty-three and eight tenths (353.8) feet to a monument; thence in a Northwardly direction One Hundred Forty-nine and Six tenths (149.6) feet to a moment; thence in a North Westwardly direction Seventy-nine and five tenths (79.5) feet to a monument; thence in a Northwardly direction Three Hundred Seventy-seven (377) feet to a monument; thence in a Eastwardly direction Two Hundred Sixty-three and six tenths (263.6) feet to the point of beginning.

Also, ALL that certain lot, tract or parcel of land situate, lying and being in the City of Savannah, Chatham County, Georgia, and being known as Lot Number Twenty-three (23), North Oglethorpe Ward, as shown upon the official map or plan of said City; said lot is generally rectangular and is bounded as follows:

On the North by Bay Street; on the East by Ann Street; on the South by Olive Street (now owned by the Housing Authority of Savannah); and on the West by Lot 24, said Ward (now owned by the Housing Authority of Savannah). Express reference is hereby made to the official map or plan of said City and to a map or plat of the said herein described real property of record in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Historical Map Book 4, Page 253. This is the same property conveyed from Savannah Motor Rewinding, Inc. to Billy H. Bryant by Warranty Deed dated December 15th, 1977 recorded in Deed Book 109-U, Page 356, in the aforesaid Clerk's Office.

EXCEPTED THEREFROM:

(a) Northeast portion of Lot Letter C. Carmichael Ward having a Northern frontage on Bay Street of Ninety (90) feet and a rectangular depth Southwardly of Seventy (70) feet now being used as a Filling Station.

(b) The property of the Bryan Baptist Church having a Northern frontage of One Hundred Forty-eight (148) feet on Bryan Street with a rectangular depth Southwardly of One Hundred Ten (110) feet, and consisting of the Northern One Hundred and Ten (110) feet of Lot Number Seven (7) Middle Oglethorpe Ward and Western Fifty-three (53) feet of the Northern One Hundred Ten (110) feet of Lot Number Six (6) Middle Oglethorpe Ward.

(c) The right of way of Bryan Street Forty (40) feet wide from the Western line of Ann Street to the Eastern line of West Boundary.

(d) The right of way of Broughton (formerly Zubley Street) Forty (40) feet wide from the Western line of Lumber Street to the Eastern line of West Boundary Street.

(e) The right of way of West Boundary Street Forty (40) feet wide from the Northern line of Bryan Street to the Northern line of York Street.

(f) The right of way of Fahm Street Sixty-Six (66) feet wide from the Southern line of Bay Street to the Northern line of Broughton (formerly Zubley Street).

TO BE CONVEYED TO THE CITY OF SAVANNAH

(a) A strip of land Twenty (20) feet wide paralleling Ann Street from Bryan Street to Broughton Street for purpose of widening Ann Street.

Exhibit B

Joint Press Release of the Housing Authority of Savannah and the Yamacraw Resident Council Regarding Yamacraw Village

FOR IMMEDIATE RELEASE

Housing Authority of Savannah and Yamacraw Resident Council Reach Agreement on Yamacraw Village Redevelopment

SAVANNAH, Ga. — [Release Date] — The Housing Authority of Savannah (HAS) and the Yamacraw Resident Council (YRC) have reached an agreement on the planned redevelopment of Yamacraw Village. The agreement follows months of discussions between the two organizations and addresses several important matters, including the required relocation of residents, affordable replacement housing, and the opportunity for eligible households to return following redevelopment.

Under the agreement, HAS will provide at least 100 income-based, HUD-subsidized affordable housing units at the redeveloped site. Eligible residents will retain their right to return, subject to applicable HUD and HAS eligibility requirements.

All current Yamacraw Village households will be required to relocate as part of the redevelopment process. HAS will provide relocation assistance, including coverage of moving expenses, security and utility deposits, and transportation. Each household will be assigned a dedicated relocation specialist to assist with identifying housing options, coordinating available resources, and navigating the relocation process.

“Yamacraw Village is more than a housing community; it is home to generations of Savannah families, and those families deserve to be treated with dignity, respect, and fairness throughout this process,” said Evette Hester, Executive Director of HAS.

The agreement also provides for continued communication between HAS and YRC throughout the redevelopment process, including updates every six months. The YRC will continue monitoring HAS’s progress in fulfilling the terms of the agreement and holding HAS accountable for its commitments as redevelopment moves forward.

“From the beginning, our focus has been on making sure that our families that call Yamacraw home get a chance to come back to a safe place to live,” said Shana M. Williams, Treasurer of the Yamacraw Resident Council.

HAS and the YRC recognize that redevelopment is a significant transition for the Yamacraw Village community. The agency will continue working with residents and community stakeholders to coordinate relocation support, and help eligible families navigate the process.

HAS and YRC will communicate important information to residents as redevelopment progresses. Residents may contact HAS Resident Services or their property management office for information about relocation assistance and available support services.

About the Housing Authority of Savannah

The Housing Authority of Savannah provides affordable housing and supportive services to families throughout Savannah, with a focus on housing stability and access to opportunity.

About the Yamacraw Resident Council

The Yamacraw Resident Council is an elected group of residents representing the interests of the Yamacraw Village community. The Council's purpose is to provide residents a voice in decisions affecting their homes and neighborhood.

Media Contacts

Housing Authority of Savannah
Kristin Hopkins-Graham
912-235-5800 ext. 128
kgraham@savannahpha.com

Yamacraw Resident Council
Mitzy Sharp Futro
Georgia Legal Services Program
404-563-7764
msharpfutro@glsp.org