

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

SETTLEMENT AGREEMENT AND RELEASE

This **Settlement Agreement and Release** (hereinafter the "Agreement") is agreed to by and between **Edens Landmark Partners '87** and **Richland County**, the **City of Forest Acres** ("Forest Acres"), and the **South Carolina Emergency Management Division** ("EMD"), an agency of the State of South Carolina.

Recitals

WHEREAS, severe storms and rainfall led to an historic flooding event in Richland County from October 1-5, 2015, leaving thousands of citizens in the affected area without drinking water;

WHEREAS, a parking lot at 3700 Forest Drive in the City of Forest Acres was identified by Richland County officials as an effective location to be used as a Point of Distribution (POD) for the dispersion of bottled drinking water and other emergency relief supplies to the affected community;

WHEREAS, the owner of the 3700 Forest Drive parking lot, Edens Landmark Partners '87, a general partnership, (hereinafter "Owner"), agreed to allow the parking lot to be used as a POD at no charge;

WHEREAS, while the parking lot was being used as a POD from October 5-16, trucks delivering drinking water drove onto and across the parking lot with some frequency and required the repetitive use of large fork lifts to unload the water from the trucks, all of which resulted in certain damage to the parking lot asphalt;

WHEREAS, the Parties desire to enter into this Agreement to bring about a fair and amicable resolution to fully resolve any and all issues, claims and potential claims that Owner may have concerning property damage resulting from use of the parking lot as a POD in October 2015;

Agreement

NOW, THEREFORE, for full and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Settlement.** Following the execution of this Agreement by Owner, Richland County, Forest Acres and EMD shall pay Owner the aggregate sum of Fifty-One Thousand Two Hundred Dollars and No cents (\$51,200.00) in full consideration and settlement of any and all claims by Owner (the "Settlement Sum"). Said Settlement Sum constitutes a full and complete settlement, compromise and satisfaction of any and all claims, known or unknown, arising out of or related in any way to the use of 3700 Forest Drive as a POD in October 2015.

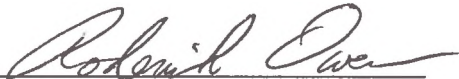
Of the total Settlement Sum of \$51,200.00, Richland County, Forest Acres, and EMD have agreed among themselves that each shall be responsible for a one-third (1/3) share of the Settlement Sum. Therefore, Richland County, Forest Acres and EMD shall each pay to Owner an amount of Seventeen Thousand Sixty-Six Dollars and Sixty-Six cents (\$17,066.66).

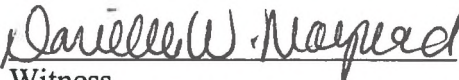
Richland County, Forest Acres, and EMD, in recognition of the payment of the above-mentioned one-third (1/3) share from each to the Owner as full and complete settlement of the Owner's claims referenced herein, do hereby release and covenant not to sue each other (including the respective officers, agents, contractors and employees of each) from any and all past, present or future claims arising out of or related to the use of 3700 Forest Drive as a POD in October 2015.

2. **Release and Covenant Not To Sue.** For valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner does hereby release Richland County, Forest Acres, and the State of South Carolina (including its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees) from any and all past, present or future claims by Owner arising out of or related to the use of 3700 Forest Drive as a POD in October 2015. Owner also hereby covenants not to sue, or otherwise participate in any action against, Richland County, Forest Acres, and/or the State of South Carolina (including its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees) for any claims, rights, demands, or causes of action, regardless of legal theory, arising out of or related in any way to the use of 3700 Forest Drive as a POD in October 2015.
3. **Subrogation**
Owner agrees that Richland County, Forest Acres and EMD shall be subrogated, to the extent of the amount independently paid by each, set forth herein, to all rights, claims, actions or causes of action that Owner may have or hereafter obtain against any other person, company, partnership, firm, limited liability company or corporation by reason of the aforesaid loss. Owner has appointed and does hereby appoint Richland County, Forest Acres and EMD, independently, as its attorney-in-fact to ask, demand, receive, receipt for, and sue for in the name of Owner for loss sustained by Owner, and take any and all lawful ways, actions and means for the recovery of any and all such sums of money at Richland County's, Forest Acres' and/or EMD's expense.
4. **Discovery of Different or Additional Property Damage.** The Parties acknowledge that this Agreement releases Richland County, Forest Acres, and the State of South Carolina from any and all past, present or future claims by Owner arising out of or related to the use of 3700 Forest Drive as a POD in October 2015. The Parties agree that in the event Owner subsequently discovers additional or different property damage that arose out of or is related to the use of 3700 Forest Drive as a POD in October 2015, this Agreement shall remain effective in all respects and shall bar any such claims for subsequently discovered damage.

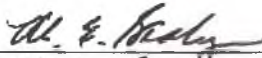
5. **No Admission of Liability.** The Parties hereto acknowledge that neither the execution nor the performance of this Agreement is intended as, and shall not constitute, an admission of liability of any party hereto.
6. **Binding Effect.** This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.
7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied between the Parties to this Agreement. Any alteration or modification of this Agreement must be in writing executed by each party hereto in order to become effective.

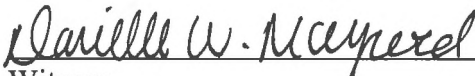
EDENS LANDMARK PARTNERS '87:


 BY: **Roderick (Rick) Owen**
 Attorney-in-Fact
 As Agent for Edens Landmark Partners '87
 Date: 4-20-16



 Witness

CITY OF FOREST ACRES:


 BY: **M. E. Sealy M.E. SEALY**
 ITS: Chief of Police
 Date: 4-20-2016

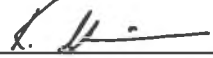

 Witness

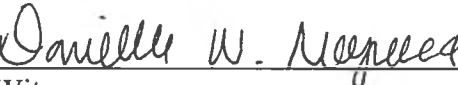
RICHLAND COUNTY


 BY: **Tony McDonald**
 ITS: County Administrator
 DATE: 20 April 2016


 Witness

**SOUTH CAROLINA EMERGENCY
MANAGEMENT DIVISION:**


 BY: **KIM STENSON**
 ITS: Deputy
 Date: 2 MAY 16


 Witness

Richland County Attorney's Office

 Approved As To LEGAL Form Only.
 No Opinion Rendered As To Content.