

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and between South Carolina Human Affairs Commission ("SCHAC") on the one hand, and Sea Breeze Trust, LLC ("Sea Breeze"), Windy Palms, LLC ("Windy Palms"), Rosemary Smith ("Smith") and Jerri Best ("Best") (jointly referred hereafter to as "Respondents"), on the other hand (all parties to this Agreement hereinafter jointly referred to as "the Parties") as of June 1, 2017 (the "Effective Date").

August 29

WHEREAS, on March 24, 2015, Scott Adams ("Adams") filed a Complaint against Smith and Windy Palms with SCHAC, which bore SHAC No. H-1-15-015 and HUD No. 4-15-0532-8;

WHEREAS, on April 25, 2015, Adams filed an Amended Complaint against Smith, Windy Palms and Sea Breeze with SCHAC, which bore SHAC No. H-1-15-015, and HUD No. 4-15-0532-8;

WHEREAS, Adams alleged Smith, Windy Palms and Sea Breeze discriminated against him under federal and/or South Carolina housing law with respect to terms, conditions, privileges or services and facilities, refusing to rent, denying or failing to make housing available to him and failing to make a reasonable accommodation;

WHEREAS, Respondents have denied and continue to deny all liability;

WHEREAS, SCHAC on June 13, 2016, filed suit on its own behalf as well as on Adams' behalf in the Court of Common Pleas of Saluda County, South Carolina against the Respondents, where it bears case No. 16-CP-41-137;

WHEREAS, Respondents have denied and continue to deny all liability in the lawsuit and have moved for partial summary judgment;

WHEREAS, the Parties hereto desire to settle and compromise their dispute upon the terms and conditions herein set forth without resort to further litigation or the incurring of further costs or expenses;

NOW, THEREFORE, in consideration of the payment of the settlement amounts and promises set forth herein and other good and valuable consideration, the receipt of which is hereby recognized, the Parties covenant, agree, stipulate and promises to the following terms of settlement:

1. Warranties.

A. That the Parties, either through their respective agents or through counsel, have fully investigated all facts surrounding the various claims, controversies, and disputes, have had sufficient and reasonable time to consider this Agreement, and are fully satisfied with the terms of the settlement.


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B. That the Parties are fully informed and have full knowledge of the terms, conditions and effects of this Agreement.

C. That no promise, representation or inducement has been offered or made except as herein set forth, nor has there been any representation by anyone as to the tax effects or consequences resulting to or arising out of or under the terms of this Agreement, and that this Agreement is executed without reliance upon a statement or representation by or on behalf of the Released Parties.

2. Promises of Released Parties.

A. Released Parties agree to undergo a Fair Housing Training provided by SCHAC staff at a cost of One Hundred (\$100.00) Dollars, payable to SCHAC. This training will be conducted on an agreed upon date within six months in Saluda County.

B. Released Parties agree to pay SCHAC a sum of Two Hundred and Fifty (\$250.00) Dollars to reimburse for administrative costs it incurred including but not limited to the Court of Common Pleas filing fee.

3. Dismissal of Complaint.

A. By executing this Agreement, SCHAC agrees to dismiss with prejudice the lawsuit filed on its behalf. Further, SCHAC agrees to the dismissal and closing of Adams' complaints filed with the South Carolina Human Affairs Commission and United States Department of Housing and Urban Development which bore SHAC No. H-1-15-015 and HUD No. 4-15-0532-8;

4. No Liability Admitted.

A. SCHAC, in consideration of the above payment and promises, agrees that this settlement is not to be construed as an admission of liability on the part of the Released Parties and, in fact, such parties have denied and continue to deny liability of any type or any kind whatsoever to SCHAC and/or Adams.


5. Miscellaneous Provisions.

A. Illegal or Invalid Provisions/Counterparts. Should any provision of this Agreement be determined by any Court to be illegal or invalid, the validity of the remaining provisions shall not be affected thereby and the illegal or invalid provision shall be deemed not to be a part of the Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original. Facsimile signatures shall be deemed to be an original.

B. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties. This Agreement may not be modified or amended, nor any of its provisions waived, except by an instrument in writing, signed by


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the Parties hereunder.

C. No Adverse Presumption. This Agreement is the product of informed negotiations. For all purposes, this Agreement shall be deemed to have been drafted jointly by the Parties, and shall not be strictly construed against any party hereto. The captions of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction.

D. Governing Law. The laws of the State of South Carolina shall govern the validity, interpretation, construction and performance of this Agreement.

E. Parties Bound. This Agreement shall be binding upon the Parties and their heirs, administrators, representative, executors, successors and assigns.

THE UNDERSIGNED HAVE COMPLETELY READ THE TERMS OF THIS SETTLEMENT AGREEMENT AND FULLY UNDERSTAND THEM AND VOLUNTARILY ACCEPT THEM FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS, DISPUTED OR OTHERWISE, ON ACCOUNT OF THE MATTERS AND THINGS ABOVE MENTIONED.

South Carolina Human Affairs Commission

Raymond Buxton 6/15/17
By: _____ Date
Its: _____

Betty Dennis 6/15/17
Witness _____ Date

Sea Breeze Trust, LLC

Sea Breeze Trust LLC
By: Manager 8/29/17
Date

Windy Palms, LLC

Windy Palms, LLC
By: Manager 8/29/17
Date

Catherine Smith 8/29/17
Witness _____ Date

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Catherine Smith 8/29/17
Witness Date

Rosemary Smith 8/29/17
Rosemary Smith Date

Jerri Best Aug. 29, 2017
Jerri Best Date

Don Fowers Aug 29 2017
Witness Date

CONSENTING AS TO THE FORM OF THE AGREEMENT:

L. Alva Pate 6/15/17
Attorney for SCHAC Date

Paul L. Sol 9/1/17
Attorney for Respondents Date

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