

## FULL, FINAL AND ABSOLUTE RELEASE

1.

On September 16, 1996, (" ") filed suit against Rankin County, Board of Supervisors of Rankin County, , , , and ("Defendants") in the Chancery Court of Rankin County, Mississippi, Civil Action No. . On , , , and filed a motion to intervene in that action.

In its complaint, asserts that the Defendants:

(1) have no lawful right to close Road prior to the time that the new road is fit for travel; and (2) have no lawful right to either substantially increase the volume or velocity of water from the culvert underlying Boulevard at the intersection of Road or increase the size of such culvert.

The parties hereto now desire to settle and compromise their claims and disputes arising from such litigation.

2.

The parties hereto agree that the ditch referred to in the Complaint shall be enlarged in accordance with the attached plan which has been approved by all parties to this Release. ("the Plan") shall pay the total sum of \$15,000.00 to be utilized in implementing the Plan. is solely responsible for making and completing the improvements in accordance with the Plan within a reasonable period of time. With the exception of the \$15,000.00 paid to by , will pay all of the remaining costs associated with the Plan, including, but not limited to, the cost of developing and implementing the Plan and improving the ditch in accordance with the Plan. Rankin County shall replace the above-referenced culvert with a 36 inch culvert.

3.

In consideration of the payment of the \$15,000.00, cash in hand paid and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for and on behalf of its officers, directors, principals, employees, agents, representatives, parent companies, subsidiaries, affiliated companies, successors, insurers and reinsures (Releaser) , hereby releases, acquits and forever discharges , , , , and and each of their officers, directors, principals, employees, agents, representatives, parent companies, subsidiaries, affiliated companies, successors, insurers and reinsures ("Releases") from any and all claims, demands, damages, punitive damages, costs, expenses, injunctions, restraining orders, actions, causes of action, attorney's fees, or suits of any kind or nature whatsoever relating to, arising out of or connected with (a) 's claim that the Defendants cannot close Road prior to the time that the new road is fit for travel; and (b) water which flows or is otherwise discharged through the 36 inch culvert under Boulevard.

4.

Releaser does hereby further covenant and agree that it will never institute or in any way aid in the filing of any complaint, suit, administrative proceeding, action or cause of action, in law or in equity, against the Releases for any acts or actions or omission to act in any way related to, arising out of, or connected with the matters identified in paragraph 3. Releaser agrees to defend, indemnify and hold harmless Releases from any and all claims, loss or expense, including attorneys fees, incurred by Releases as a result of any breach of this covenant.

5.

The undersigned Releaser further states that it has carefully read the foregoing instrument; that it knows and fully understands the contents hereof; and that before signing this Agreement, the contents and meanings have been fully explained to it by its attorneys; and that it understands and agrees to each and every term and condition contained herein; and that it signed this agreement with a full understanding of its rights, and the consequences of entering into and signing this Agreement; that its signature evidences the fact that the Agreement was voluntarily entered into with full knowledge and understanding of the consequences thereof; and that he has not sold, assigned, transferred or conveyed or otherwise disposed of any claims, demands, obligations, rights or causes of action arising as a result of the above described claim to any person or organization, so that Releasers retain all rights with regard to such claim.

6.

It is agreed and understood that Releaser shall promptly dismiss with prejudice all claims and causes of action against Releases in the action styled \_\_\_\_\_ v Rankin County et al in the Chancery Court of Rankin County, Mississippi, Civil Action No. \_\_\_\_\_.

7.

It is agreed and understood that the parties to this agreement admit absolutely no liability of any sort and have made no representations as to liability and have made no agreement or promise to do or admit to do any act or thing not herein set forth and further that settlement is made to avoid expenses and terminates the litigation.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

STATE OF  
COUNTY OF

Personally appeared before me, the undersigned authority in and for the said county and state, on this \_\_\_\_\_ day of \_\_\_\_\_, within my jurisdiction, the within named

who acknowledged that he is                      of                      and that for and on behalf of the said corporation,  
and as its act and deed he executed the above and foregoing instrument, after first having been  
duly authorized by said corporation to do so.

Notary Public

My Commission Expires: