FULL RELEASE OF ALL CLAIMS

1. We, Charles D. Blackwell and Dara H. Blackwell, for and in consideration of the payment in the amount of TWO THOUSAND EIGHT HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$2,835.00), consisting of combined payments to be made by or on behalf of the party hereby released, have this day released and discharged the County of Harnett, its agents, employees, sureties, and insurers, past and present, (hereinafter "Releasee") all in both their individual and official capacities, of and from any and all claims, demands, actions, or causes of action which exist against them, by reason of any damages, loss, or injuries whatsoever sustained and occasioned directly or indirectly by the removal and re-installation of a septic tank system on or about July 11, 2019 at our property located at 161 Peacock Road, Sanford, North Carolina 27332.

We understand and agree that we rely wholly upon our judgement, belief, and knowledge as to the nature, extent, effect, and duration of our alleged damages and liability for them, and the same is made without reliance upon any statement or representation by the Releasee.

- 2. It is further understood and agreed that this settlement is the compromise of a disputed claim and that the payments made are not to be construed as an admission of liability on the part of any persons, firms, corporations, or entities released, by whom liability is expressly denied.
- 3. We warrant and represent that we will satisfy all claims or liens arising from the events of the disputed claim. We further agree to protect fully, to hold harmless, and to indemnify Releasee for damages (and any judgments, costs, and attorneys' fees resulting therefrom) which may be brought, instituted, or otherwise asserted against Releasee, by anyone or any entity (including any insure carrier) who has purported subrogation interest in, or claims to have a lien

against, or seeks reimbursement from, the settlement funds referred to in Paragraph 1 of this Release Agreement ("Release"). Releasee will immediately notify us should any claim arise.

- 4. No oral or parol evidence of any kind shall be admissible to vary, contradict, or explain the terms of this Release, which all parties covered by this Release agree are clear and unambiguous.
- 5. This Release shall become effective immediately following execution and it shall survive execution and delivery. Each term of this Release is a contractual condition and not a mere recital.
- 6. If any provision of this Release or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Release and the application of such provisions to other persons or circumstances shall not be affected, and the intent of this Release shall be enforced to the greatest extent permitted by law.
- 7. This Release contains the entire agreement between the parties with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the heirs, successors, assigns, employees, representatives, and agents of each. There are no promises, representations, inducements or agreements, collateral or otherwise, other than those that are specifically set forth in this Release and we acknowledge that in signing this Release, we have not relied on any representation or statement not set forth in this Release. The terms of this Release shall be modified only on written agreement of all parties.
- 8. We are at least eighteen (18) years old, have never been declared incompetent by any court of law or other adjudicative body and am under no legal disability. We have carefully reviewed this Release and/or have reviewed this Release with counsel.

9. This Release shall be construed and interpreted in accordance with the laws of the State of North Carolina.

10. We further state that we have carefully read this Release and know the contents of it, and we sign this Release as our own free act and deed. We understand that this is a general release.

THIS IS A FINAL RELEASE OF ALL CLAIMS, READ BEFORE SIGNING

IN WITNESS,

This the 🔌 day of July, 2019.

Charles D. Blackwell

Dara H. Blackwell

Oliver Tolksdorf, REHS

Environmental Health Supervisor

WITNESS