

THIS AGREEMENT IS SUBJECT TO ARBITRATION  
PURSUANT TO S.C. CODE ANN. SECTION 15-48-10, ET SEQ.

**SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS (“Agreement”) is made and entered into on October 10, 2024 (the “Effective Date”), by and amongst York County, South Carolina (“County”) and MorningStar Fellowship Church (“MorningStar”) for the purpose of resolving by compromise settlement all claims, liabilities, and disputes of any kind among them. County and MorningStar are sometimes referred to herein together as the “Parties.”

**RECITALS**

In 2013, MorningStar filed suit against the County in the Court of Common Pleas for York County, SC (the “State Court Suit”), for various claims related to the Heritage Tower (the “Tower”), a 20-story building located on MorningStar’s property at 375 Starlight Drive, Fort Mill, South Carolina, which is in York County (the “Property”). The State Court Suit was based on that certain Development Agreement between MorningStar and County, dated January 13, 2008 (the “Development Agreement”), and bears Civil Action No. 2013CP4600246. The County denied MorningStar’s allegations and filed counterclaims in the State Court Suit, which were denied by MorningStar. After several years of litigation, the State Court Suit was dismissed pursuant to SCRPC 40(j) and subsequently reinstated with a new Civil Action No. of 2022CP4600161.

On November 4, 2022, MorningStar filed suit in the United States District Court for the District of South Carolina against The Hon. Greg Suskin, Public Information Officer of York County; The Hon. William “Bump” Roddey, York County Council Member; York County, South Carolina; and various unknown defendants associated with York County, South Carolina (collectively, “Defendants”), for claims related to religious discrimination (the “Federal Court Suit”). Defendants

denied MorningStar's claims in their pleadings. The Federal Court Suit bears Case No. 0:22-CV-03855-SAL.

The Parties now desire and agree to enter into this Agreement in order to avoid the further expense, inconvenience, and disruption related to the State Court Suit, the Federal Court Suit, and all other disputes between them related to the Tower and alleged County conduct (the "Disputes") and hereby settle the Disputes in accordance with the material terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Recitals. The above-referenced recitals are true, correct, and complete and are contractual and binding in nature and not merely recitals and are incorporated herein by this reference.
2. No Admission of Liability. Neither this Agreement nor anything contained herein shall be construed as an admission or concession of liability or wrongdoing by any of the Parties hereto nor as an admission or concession concerning the merits of any potential claims, third-party claims and/or counterclaims that could be asserted in any legal action connection with the Disputes. To the contrary, it is expressly understood and agreed that the Parties hereto deny any liability to each other and believe that they have good and valid defenses to all claims, third-party claims and counterclaims that could be asserted in any legal action and that this Agreement is entered into solely to avoid further expense, inconvenience and disruption of their business and personal lives.
3. Agreement. In exchange for the complete resolution of the Disputes with prejudice, the Parties agree to the following:
  - a. Within fourteen (14) days after the Effective Date

i. the Parties will file a stipulation of dismissal, with prejudice, of all claims in the State Court Suit, with prejudice;

ii. MorningStar will dismiss the Federal Court Suit and all its claims therein, with prejudice; and

iii. MorningStar will withdraw all pending FOIA requests to the County that are related to the Tower.

b. Within 18 months from the Effective Date, MorningStar will submit a building permit application to the County showing the Tower can be finished successfully under the building codes applicable as of the Effective Date, as may be amended thereafter, from time to time. Any permit application will be accompanied by plans and specifications stamped and sealed by an Architect and Engineer, each licensed in the State of South Carolina. Under the Building and Codes Division Building Permit Extension Policy (“Policy”) incorporated herein by reference, referencing and adopting Section 105.5 of the 2021 International Building Code, building permits are valid for a period of 180 days unless extended pursuant to the Policy. For purposes of completing the Tower, the Parties agree that MorningStar shall be afforded the opportunity to timely apply for five (5) extensions of any issued building permit under the Policy, with no affirmative obligation of the County to notify MorningStar of any impending permit lapse.

c. If MorningStar has not applied for a building permit by or before the 18-month deadline, it will demolish the Tower within 9 months following the expiration of the deadline. If a building permit has not been issued to MorningStar within 24 months of the Effective Date, MorningStar will demolish the Tower within 9 months following the last day of the 24-month period. If a building permit is issued to MorningStar but then expires in accordance with applicable law, it shall not be renewed and MorningStar will demolish the Tower within 9 months after expiration of

the building permit. Deadlines set out herein in paragraph 3(c) shall not be extended. Each deadline operates independent of any other deadline. Failure to comply with the deadlines established herein in paragraph 3(c) shall result in the express consequences associated with the particular timeframes/deadlines described.

d. If MorningStar does not demolish the Tower as required by this Agreement, the County will obtain competitive bids for the same, and MorningStar will be responsible for payment of the final cost of the successful bid. The County will then demolish the Tower, which will subject the property to a lien for demolition cost collection, if not paid. The County may pursue any and all available remedies at law or in equity for the recovery of the demolition costs.

e. The sole public commentary on the Settlement Agreement shall come in the form of a joint press release, co-authored in good faith by the Parties, approved by MorningStar and the County, and issued within thirty (30) days after the Effective Date, stating that they have settled their litigation matters and entered into this Agreement (a copy of which will be made public).

4. Agreement and Building Code Compliance. The Parties hereby select ICC NTA, LLC, an affiliate of the International Code Council (ICC), as their third-party independent architecture/engineering firm to oversee and approve applicable building code questions and settle any disputes related to the building permit application and/or related to any term, provision or obligation under this Agreement, so that any rejection of MorningStar's permit application by the County or any question as to conduct and/or action under this Agreement is subject to its review, with finality, as arbiter. The Parties agree that the determination of ICC NTA, LLC as to the permit issuance will be final, binding, and unappealable. The Parties will split equally the costs billed by ICC NTA, LLC.

5. Complete Mutual and Final Release.

a. With the exception of the promises and agreements contained herein, which shall survive the execution of this Agreement, the undersigned Parties, on their behalf and on behalf of their heirs, personal representatives, executors, insurers, affiliates, representatives, successors, assigns, purchaser(s) and transferees hereby remise, release, acquit and forever discharge each other and their respective heirs, personal representatives, executors, administrators, affiliate, subsidiary and parent corporations, partnerships and limited liability companies, and each of their respective shareholders, officers, directors, partners, members, managers, attorneys, predecessors, successors, indemnitors, representatives, insurers, assignees, agents, employees, subcontractors, material suppliers and all persons or entities acting by, through, or in any way on behalf of any of the Parties to this Agreement from any and all claims, contingent claims, counterclaims, third-party claims, liens, demands, debts, rights, judgments, settlements, actions or causes of actions, negligence, gross negligence, at law or in equity, in contract, for damages of any kind, punitive damages, interest, costs, diminution in value, attorneys' and experts' fees, loss of services, lost profits, expenses, compensation of any nature, now existing or which hereafter may accrue, whether latent, undiscovered, suspected or unexpected, fixed or contingent, unknown or known, direct or derivative, foreseen or unforeseen which may have been or which hereinafter may in any way relate, concern, pertain to or arise out of the subject matter of the Tower, the Development Agreement, and the Disputes.

b. Each of the Parties hereto covenants and agrees that this Agreement may be pled or asserted by or on behalf of any other party hereto as a defense and complete bar to any action or claim that may be brought against or involving such party by any other party hereto or anyone acting or purporting to act on their behalf, with respect to any of the matters within the scope of this Agreement.

c. The remaining terms of this Agreement notwithstanding, County and MorningStar reserve their rights to proceed in future actions under all ordinances or other statutory law, as well as applicable common law, regarding abandoned and/or unfinished buildings that are in disrepair. MorningStar agrees that the County has not waived any of its rights under said ordinances or common law, and County agrees that MorningStar has not waived any of its rights under said ordinances or common law.

6. Waiver. A waiver by any party of a breach of one or more of the covenants, terms or conditions of this Agreement shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The Parties consent to or approval of any act by the other party to this Agreement shall not be deemed to waive or render unnecessary consent to approval of any subsequent similar acts.

7. Time is of the essence. Time shall be deemed to be of the essence with respect to the performance of any obligations or actions made necessary by this Agreement.

8. Modification. The Parties hereto agree that no modification, release, discharge or waiver of any provision or condition herein shall be of any force, value or effect unless in writing and signed by the Parties to this Agreement or other duly authorized representatives or agents.

9. No Other Agreements. The Parties further acknowledge and agree that no promise, inducement or agreement has been made to any of them except as expressed herein, and that this Agreement contains the entire agreement between and amongst the Parties. The Parties further agree that this Agreement shall be construed in the broadest possible manner under the law and is all inclusive in the claims that the Parties have released.

10. Binding and Enforceable Nature and Construction of Agreement. This Agreement shall be binding upon the undersigned and their heirs, personal representatives, executors,

successors and assigns and enforceable pursuant to Rule 43(k) of the S.C. Rules of Civ. Procedure by any Judicial Officer for injunction purposes if a breach of this Agreement is asserted. The Parties participated jointly in the negotiation and preparation of this Agreement and agree that each of them has reviewed and/or revised this Agreement so that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity in this Agreement shall not be interpreted against one party in and in favor of the other party.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the Parties concerning this subject matter and supersedes all prior communications, whether oral or written, amongst the Parties. No representation, promise or condition other than those contained in this Agreement shall be binding upon the Parties. This Agreement may not be assigned, modified or amended except in a writing signed by the Parties. This means, among other things, that if any party hereto, their heirs, personal representatives, executors, successors or assigns, files a lawsuit based on events occurring prior to the execution of this Agreement or they breach any of the promises set forth in this Agreement, they shall be liable to the other party or Parties for any damages that may be established, plus the reasonable attorneys' fees and costs incurred in enforcing this Agreement and/or defending such claims.

12. No Representations. Each party represents and warrants that no representations about the nature and extent of the claims or about any damages, loss or injury or about the nature and extent of the legal liability or financial responsibility, if any, made by the other party nor any representations about income tax consequences, have induced either party to enter into this Agreement. In determining and agreeing to the terms and conditions provided in this Agreement, each party has taken into consideration not only all known facts, damages and losses, but also the

fact that consequences not now known may result from occurrences or events that may have given rise to the claims released in this Agreement. The Parties further recognize that the facts relating to the underlying claims released by this Agreement may turn out to be different from the facts now known or believed to be true by each of the Parties. Each of the Parties expressly assumes the risk of the facts turning out to be different and agrees that this Agreement shall not be subject to termination by reason of any different facts. The undersigned agree that this compromise settlement shall be a complete bar to any subsequent action or proceeding to set aside this Agreement because of mistake of fact or otherwise.

13. Consent and Authority. All Parties to this Agreement acknowledge that they have had the opportunity to seek the legal advice and consent of their attorneys concerning the contents and ramifications of this Agreement and that they enter into this Agreement with the complete understanding of the terms and conditions of this Agreement. By executing this Agreement, each party stipulates, agrees and warrants as follows:

- a. the terms of this Agreement are reasonable;
- b. that such party will not challenge or contest in any way the capacity or the authority of any party hereto to enter into this Agreement;
- c. this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of, any other party hereto, anyone acting on behalf of any party hereto, or any other person;
- d. the person executing this Agreement on behalf of an entity has the necessary and appropriate authority and capacity to execute this Agreement and to make this Agreement fully binding upon and enforceable against the entity such person represents; and



e. that such party is the sole and lawful owner of all right, title and interest in and to every claim and other matter which are released in this Agreement and that such party has not assigned or transferred, or purported to do so, to any other person or entity any right, title or interest in any such claim or other matter. In the event that such representation is false, and any such claim or matter is asserted against a party hereto by anyone who is the assignee or transferee of such a claim or matter, then the party that has assigned and/or transferred the claim shall fully indemnify, defend and hold the accused party harmless from and against such claim or matter and from all actual costs, attorneys' fees, expenses, liabilities and damages which such party and its or their successors incur as a result of the assertion of such claim or matter.

14. Counterparts, Facsimile Signatures and/or PDF Format. This Agreement may be executed in counterparts by the Parties hereto, each of which shall be deemed to be an original, and all of which shall be one and the same document. The Parties further agree that this Agreement can be executed via facsimile and/or PDF format signatures. The Parties hereby agree that any party may rely on a facsimile or PDF formatted copy of the executed original Agreement as a legal and binding document.

15. Choice of Law; Arbitration. This Agreement shall be enforced, controlled and interpreted under the procedural and substantive laws of the State of South Carolina, without regard to the laws relating to conflict and choice of law principles and the venue for any dispute shall be York County, South Carolina. The Parties agree that any dispute related to the terms of this Agreement and its performance will be subject to binding arbitration, using an arbitration panel of at least three members, with at least one member of the arbitration panel being selected from the membership of the ICC. If the Parties proceed to arbitration, each party will select an arbitrator and

the two selected arbitrators will select the third arbitrator. The arbitrators selected by the Parties must be South Carolina lawyers with at least 20 years' experience in construction law and litigation.


16. Severability. It is agreed that in the event any provision of this Agreement is held to be unreasonable, unenforceable, arbitrary or against public policy, then such provision shall be considered severable, and the remaining provisions of the Agreement shall be unaffected and remain valid and legally enforceable.

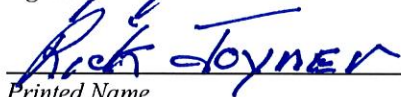
17. Attorneys' Fees and Costs. If any action is brought to enforce this Agreement or is brought in connection with any dispute arising out of this Agreement or the claims which are the subject of this Agreement, the prevailing party or Parties shall be entitled to recover attorneys' fees and other costs incurred in such litigation in addition to any other relief to which that party or Parties may be entitled. With respect to the Disputes and through the date of the execution of this Agreement by all Parties, each party shall be solely responsible for its own attorneys' fees, costs and expenses.

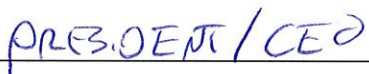
[SIGNATURES ON FOLLOWING PAGES]

READ, UNDERSTOOD, AGREED TO AND EXECUTED, AS IF UNDER SEAL AND WITH FULL AUTHORIZATION PREVIOUSLY OBTAINED AND AFTER HAVING HAD SOUGHT THE LEGAL ADVICE OF COUNSEL.

**MORNINGSTAR FELLOWSHIP CHURCH**

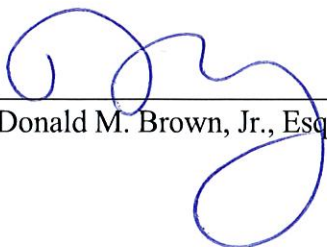
  
 \_\_\_\_\_  
*Signature*

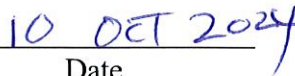
  
 \_\_\_\_\_  
*Printed Name*

  
 \_\_\_\_\_  
*Title*

STATE OF SOUTH CAROLINA )  
 ) **Rule 43(k), SCRPC**  
 COUNTY OF YORK )

I, Donald M. Brown, Jr., as attorney for MorningStar Fellowship Church for the Disputes and as a member of the South Carolina Bar, do hereby approve the foregoing Agreement and the execution of the same as set out hereinabove by its client.

  
 \_\_\_\_\_  
 Donald M. Brown, Jr., Esquire

  
 \_\_\_\_\_  
 Date

