

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS MUTUAL RELEASE AND SETTLEMENT AGREEMENT ("Agreement") dated April _____, 2025 (the "Effective Date") is made by and between Terakee Farms, Inc. and Brad A. Blanch (hereinafter collectively "Terakee/Blanch"), and Weber County (hereinafter "Weber County"). The foregoing are referred to collectively herein as "the Parties" and sometimes individually as a "Party."

RECITALS:

A. A dispute has arisen among the Parties. A lawsuit was filed and is pending in the Second Judicial District Court, Weber County, Case No. 250900941 ("the Dispute").

B. The Parties have been engaged in this Dispute and now wish to enter into this Agreement.

C. Prior to the Dispute being filed, the Parties entered into two separate Weber County Improvement Guarantee Agreements which Weber County related to the Barn at Terakee Farms, Phase 1 residential development (hereinafter "the Subdivision"). Weber County has designated said agreements by its internal escrow numbers as 402T220014 and 402T220009.

D. The purpose of this Agreement is to memorialize the Parties' intent that the claims by and among the Parties related to the Dispute are now released and satisfied in full by way of the consideration, terms, and conditions set forth herein.

NOW, THEREFORE, the Parties intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Payment.** Weber County shall pay to Terakee/Blanch the amount of \$169,002.86 within 14 calendar days after this Agreement is fully executed and deliver to Smith Knowles, PLLC, located at 2225 Washington Blvd., Suite 200, Ogden, UT 84401 payable to Terakee Properties. Within ten days of receipt of confirmed funds, the Parties shall dismiss the Dispute with prejudice.

3. **Release.** As a result of this Agreement, the Parties agree and covenant for themselves and on behalf of their respective heirs, agents, successors and assigns, and all affiliated persons or entities, both past and present, hereby release, acquit, and forever discharge one another, and any and all their related persons or entities, shareholders, officers, agents, directors, attorneys, employees, successors, and assigns, from any and all claims, demands, damages, actions, causes of action or suits of whatever kind or nature, both known and unknown, which now exist or which may hereafter accrue against one another resulting from the Dispute and/or the Subdivision with the exception of certain rights detailed in the next subsection hereof which shall be deemed exceptions to this release of claims.

4. **Exceptions to Release.** Terakee/Blanch have certain vested interests with regard to other issues pertaining to the Subdivision. It is expressly agreed that Terakee/Blanch do not hereby release any of its vested rights or general obligations of the County pertaining to the several lots which Terakee/Blanch properties own within or close to the Subdivision (namely, parcel #s 15-749-0038, 15-749-0039 15-749-0042, 15-048-0043, 15-048-0046, and the parcel numbers for the six residential lots owned by Brad Blanch which are 15-749-0001, 15-749-0002, 15-749-0003, 15-749-0004, 15-749-0005, 15-749-0006.)

5. With regard thereto, Terakee/Blanch retain any and all of its full rights to sell and/or build on said parcels, as long as all applicable legal and contractual requirements are satisfied. Terakee/Blanch acknowledge that as of the date of this Agreement, there is no secondary water

system serving the lots within the Subdivision, and that the County is authorized to record a notice against all properties in the Subdivision, suspending subdivision approval until the required secondary water improvements are installed and accepted in accordance with county ordinances, or until an improvement completion assurance is approved and provided to the County. Terakee/Blanch acknowledge and agree that no building permits will be issued for any lots in the Subdivision until this suspension is released. Moreover, Terakee/Blanch have an interest in a sewer cost reimbursement agreement, a copy of which is attached hereto. Terakee/Blanch have spent money for extension of the pertinent sewer line, and Terakee/Blanch have the right to pursue reimbursement of said funds under the Sewer Cost Reimbursement Agreement. The rights of Terakee/Blanch under said sewer agreement are another exception to the release agreement, and Terakee/Blanch shall have all rights thereunder including to the extent such rights relate to Weber County. Moreover, any other rights to which Terakee/Blanch have in any other subdivision or real property in Weber County are not hereby released by this Agreement.

6. **Amendment.** Any amendment, modification, termination, or rescission affecting this Agreement shall be made in writing, signed by the parties, and attached hereto.

7. **Effective Date.** The Agreement shall become effective upon execution.

8. **Successors.** This Agreement shall be binding upon, and inure to the benefit of, the legal representatives, successors and assigns of the parties hereto.

9. **Severability.** Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.

10. **Notices.** Any notice, demand request, consent, approval or other communication between the Parties after execution of this Agreement shall be given by United States Mail with first class postage pre-paid and addressed as set forth herein, unless the Parties agree to accept notice through email or another method.

11. **Governing Law.** This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any litigation arising from the interpretation or enforcement of this Agreement shall be brought in a court of competent jurisdiction located within the State of Utah.

12. **Counterparts.** The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each such counterpart shall be deemed an original.

13. **Waiver.** No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.

14. **Captions.** The Captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.

15. **Integration.** This Agreement contains the entire and integrated agreement of the parties as of its date, and no prior or contemporaneous promises, representations, warranties, inducement, or understandings between the parties and not contained herein shall be of any force or effect.


16. **Further Assurances.** The Parties hereby covenant to do all other things necessary and will execute all documents necessary for the transaction contemplated hereby and its intended consequences to become complete.

17. **Authority.** The individuals signing this Agreement for the Parties each warrants, by his signature, that he has full authority to enter into this Agreement in behalf of the Party for whom he signs.

IN WITNESS WHEREOF, this Agreement has been executed on the dates below written, to be effective on the last such date.

DATED this 3 day of April, 2025.

TERAKEE FARMS, INC.


By: _____
Its: Registered Agent

DATED this 3 day of April, 2025.


Brad A. Blanch

DATED this _____ day of April, 2025.

WEBER COUNTY

By: Sharon Bolos
Its: County Commission Chair

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor