

SETTLEMENT AGREEMENT

This Settlement Agreement (the Agreement) is made between Raintree Holding, LLC on the one hand (Raintree) and Weber County (the County) on the other, collectively referred to herein as the Parties and individually as a Party.

RECITALS

WHEREAS:

- A. A trust deed Raintree recorded and intended to be indexed on tax identification parcel number 01-011-0011 was instead mistakenly indexed by the County on tax identification parcel number 01-010-0011;
- B. Raintree alleges the mis-indexing caused it injury;
- C. Raintree brought suit against Weber County and another party in the Utah Second District Court in Weber County, case number 230906567 (the Suit); and
- D. The Parties now desire to enter into this Agreement to resolve their claims and disagreements without incurring additional costs and avoiding risks associated with continued or prospective litigation.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals that are incorporated and made a part of this Agreement and of the mutual covenants and promises made herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. Payment. Immediately upon the complete execution of this Agreement, the County shall pay Raintree the sum of \$2,500 by check made payable to [insert IOLTA account name] fbo Raintree Holding, LLC.
- 2. Dismissal with Prejudice. Upon the payment described in the foregoing paragraph, Raintree and the County shall forthwith execute a stipulated motion to dismiss the Suit with prejudice.
- 3. Release of All Claims. In exchange for the receipt of this Agreement and the benefits conferred herein, Raintree, for itself and all affiliates, agents, assignees, attorneys, creditors, claimants, employees, franchisees, insurers, members, officers, owners, parent companies, predecessors, representatives, shareholders, subsidiaries, successors, trustees, and all similarly related persons and entities (the Raintree Releasors) hereby irrevocably and unconditionally waives, releases, and forever discharges the County and all its agents, assignees, attorneys, departments, divisions, employees, officers, representatives, and all similarly related persons and entities (the County Releasees) from all manner of claims and causes of action of any nature whatsoever, regardless whether now known or unknown or whether now ripe or unripe, that the Raintree Releasors or any one of them may have against the County Releasees or any one of them that relate to the facts and events upon which the Suit is based, including all claims that could have been asserted therein.

4. No Admission of Fault. Each Party agrees the fact that such Party is entering into this Agreement shall not be taken or construed to be at any time or place an admission of liability, fault, responsibility, or guilt on the part of any of them for any purpose or in any proceeding whatsoever.

5. Agreement Contingent on Government's Approval. This Agreement shall not become effective unless it is finally and formally approved by the Weber County Commission.

6. Cooperation. The Parties shall execute such additional documents and take such further actions as may reasonably be required to carry out each of the provisions and the intent of this Agreement.

7. Binding Effect. This Agreement, including the duties, obligations, warranties, waivers, and releases it entails, is binding upon and inures to the benefit of the Parties and their respective agents, attorneys, beneficiaries, estates, guardians, heirs, trustees, representatives, officers, directors, managers, employees, insurers, departments, divisions, associations, successors, parents, affiliates, subsidiaries, shareholders, members, assigns, transferees, and all similarly related persons and entities.

8. No Reliance. Each Party represents, warrants, and certifies that it has secured independent legal advice and consultation in connection with this Agreement and any rights that it may be relinquishing (or that it has had adequate opportunity to do so), and that it has not relied upon any representation or statement by any other Party or its agents or attorneys in executing this Agreement other than those that are expressly made herein.

9. Voluntariness. Each Party acknowledges that this Agreement is made in good faith and not for the purpose of securing any direct or indirect advantage over any other Party, and the Parties acknowledge that their execution of this Agreement is not by reason of any duress, economic or otherwise.

10. No Assignment. Each Party releasing claims in this Agreement represents and warrants that it is the sole and lawful owner of all claims that it is releasing and that it has not heretofore assigned or transferred, or attempted to assign or transfer, all or any portion of such claims to any other persons, partnerships, corporations, or other entities, in any manner, including by way of subrogation or operation of law.

11. Authority to Sign. Each of the individuals executing this Agreement on behalf of an entity or of other individuals represents and warrants that they are authorized and empowered to execute this Agreement on behalf of each of the entities for which, or persons for whom, they execute it.

12. Applicable Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

13. Venue. In the event of any dispute regarding the validity, breach, or enforcement of this Agreement or any similar dispute that results in a lawsuit, such suit shall be brought in the Utah Second Judicial District Court in Ogden, Weber County.

14. Construction. This Agreement has been jointly prepared by the Parties hereto, and shall be construed accordingly, not strictly for or against any Party. Each Party and, as applicable, its legal counsel, has had an opportunity to review and revise this Agreement. In the event of a dispute concerning the interpretation of any provision of this Agreement or any related item, the rule of construction to the effect that certain ambiguities are to be construed against the party drafting a document shall not apply.

15. Integration and Modification. This Agreement contains the entire understanding and agreement between the Parties and supersedes all previous and contemporaneous conversations, contracts, correspondence, and documentation relating to its subject matter except as provided herein. It is expressly understood and agreed that this Agreement may not be altered, amended, or otherwise modified in any respect except by a written instrument, duly executed by all Parties.

16. Severability. Whenever possible, each provision of this Agreement shall be so interpreted as to be valid under applicable law. If any provision of this Agreement shall be held invalid or prohibited under applicable law by a court of competent jurisdiction, except insofar as it is a material term, it shall not render ineffective the remaining provisions of this Agreement. However, if any material provision of this Agreement is held invalid, void, or unenforceable by a court of competent jurisdiction, or if consideration is removed or destroyed by an order of such a court, each Party shall have the right in its sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other Parties.

17. Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

18. Scanned Signatures. The Parties agree that electronically scanned copies of signatures are acceptable as originals and are fully binding.


19. Execution and Effective Date. This Agreement shall be deemed executed and effective upon the date the last Party executes it.

20. Time. Time is of the essence in the performance of all duties and obligations in this Agreement.

[Signatures on Next Page]

Agreed this 13th January 2026:

RAINTREE HOLDING, LLC



Name: Daniel Tabish
Position: Managing Member

Agreed this ____ January 2026:

WEBER COUNTY

Name:
Weber County Commissioner