



R. Montgomery

Deputy

NOTICE OF APPROVAL OF RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, Big Sky Development Group, LLC and the Board of County Commissioners of Ravalli County (the "Board") negotiated a proposed Release and Settlement Agreement to settle all claims set forth in Cause No. DV-08-342, Montana Twenty-First Judicial District Court, Ravalli County (the "Agreement");

WHEREAS, the terms of the Agreement required the Board to provide notice and an opportunity for the public to participate in the Board's consideration of the terms of the Agreement;

WHEREAS, the Board provided such notice and on May 12, 2014, held a public meeting where it invited public comment on the Agreement; and

WHEREAS, following the opportunity for public comment, the Board held discussion and considered whether to approve the terms of the Agreement;

NOW THEREFORE, notice is hereby provided that on May 12, 2014 the Board approved the Release and Settlement Agreement dated May 12, 2014, attached as Exhibit A, on a vote of 4-0 with one Commissioner absent.

Dated this 12th day of May, 2014.

BOARD OF COUNTY COMMISSIONERS OF RAVALLI COUNTY

Greg Chilcott

Greg Chilcott, Chairman

Ron Stoltz

Ron Stoltz, Member

J.R. Iman

J.R. Iman, Member

Suzy Foss

Suzy Foss, Member

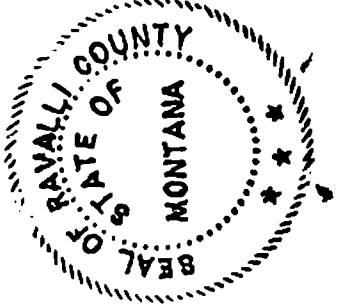
Jeff Burrows

Jeff Burrows, Member

Regina Plettenberg

Attest: Clerk & Recorder

Return: Commissioners



RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT ("Agreement") is made this 12th day of May, 2014, by and between BIG SKY DEVELOPMENT GROUP, LLC, a Montana limited liability company, and the BOARD OF COUNTY COMMISSIONERS OF RAVALLI COUNTY, a political subdivision of the State of Montana.

RECITALS

- A. Big Sky Development Group, LLC, filed its First Amended Complaint on August 19, 2008, known as Cause No. DV-08-342, in the Montana Twenty-First Judicial District Court, Ravalli County, pertaining to its proposed Sandhill Ridge Subdivision.
- B. The Parties, having had the opportunity to consider the effect of several court rulings in this matter and their respective positions on remaining issues, have engaged in good faith negotiations to resolve this matter without further litigation and have reached an agreement to settle the lawsuit under the terms stated herein.

NOW THEREFORE, the parties agree as follows:

- 1. **Public Participation.** The Parties recognize that this Agreement is conditioned upon approval by a majority vote of the Board of County Commissioners following public notice and an opportunity for public participation. In the event the Commissioners do not approve this Agreement following public notice and participation, this Agreement shall automatically terminate and the Parties shall not be obligated to perform any of the requirements herein, nor shall they be bound by any of the parts thereof.
- 2. **Settlement Consideration.**
 - a. Within fourteen days following execution of this Agreement by the Parties, Ravalli County agrees to place the Agreement on the agenda for a public meeting during which the Commissioners shall receive public comments regarding the Agreement and, following such public meeting, shall take action to approve or reject this Agreement.
 - b. If this Agreement is approved, Ravalli County agrees to provide the following consideration:
 - 1. The sum of \$675,000 to be paid to Big Sky Development Group, LLC, as follows:
 - a. \$250,000 on or before June 15, 2014;
 - b. \$250,000 on or before August 15, 2014;
 - c. \$43,750 on or before July 15, 2015;
 - d. \$43,750 on or before July 15, 2016;
 - e. \$43,750 on or before July 15, 2017; and
 - f. \$43,750 on or before July 15, 2018.

2. Ravalli County shall assume the responsibility to provide the pro-rata contribution for the cost of materials to improve a portion of Eight Mile Creek Road as set forth in Condition No. 1 of the Mitigating Conditions of Approval in the Board of County Commissioners' Findings and Conclusions for the Sandhill Ridge Variance request as approved on July 21, 2011.
- c. Within fourteen days following the approval of this Agreement, the Parties agree to petition the Court to enter this Agreement as a final judgment in this matter and, thereafter, to dismiss all remaining claims, with prejudice. This Agreement shall remain in effect following the dismissal of the lawsuit and may be fully enforced by either Party as a contract pursuant to the terms herein.

3. **Mutual Release**

In exchange for the consideration set forth above, the receipt of which is hereby acknowledged, the Parties fully and forever release and discharge each other and their heirs, personal representatives, successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the described event (the "Release").

4. **Future Damages**

Inasmuch as the injuries, damages, and losses resulting from the events described herein may not be fully known and may be more numerous or more serious than it is now understood or expected, the Parties hereto agree, as a further consideration of this agreement, that this Release applies to any and all injuries, damages and losses resulting from the event described herein, even though now unanticipated, unexpected and unknown, as well as any and all injuries, damages and losses which have already developed and which are now known or anticipated.

5. **No Admission of Liability**

It is understood that the above-mentioned Release and settlement amount is accepted as the sole consideration for full satisfaction and accord to compromise a disputed claim, and that neither the payment of the sum and assumption of a condition of final plat approval by Ravalli County, nor the negotiations for settlement, shall be considered as an admission of liability.

6. **No Additional Claims**

The Parties represent that no additional claims are contemplated against any other Party potentially liable for the losses, damages, and injuries for which this Release is given. In the event any additional claim is made by any Party hereto which directly or indirectly results in additional liability exposure to the other Party hereto for the losses, injuries, and damages for which this Release is given, the parties covenant and agree to indemnify and save each other harmless from all such claims and demands, including reasonable attorneys' fees and all other expenses necessarily incurred.

7. **Disclaimer**

The Parties have carefully read the foregoing, discussed its legal effect with their attorney, understand the contents thereof, and sign the same of each Party's own free will and accord.

8. **Binding Effect**

This Agreement shall be binding upon the each Party's heirs, successors, personal representatives, members, and assigns.

9. **Governing Law**

This Agreement is deemed to be made in the State of Montana and shall be governed by and construed according to the laws of the State of Montana.

10. **Additional Documents**

The Parties agree to cooperate fully and execute any and all supplemental documents and to take all additional actions that are necessary or appropriate to give full force and effect to this settlement and release.

11. **Entire Agreement**

The Parties agree that no promise or inducement that is not herein expressed has been made to them and that in executing this Release they do not rely upon any statement or representation made by any person, firm or corporation hereby released or by any agent, attorney, or other person representing the Parties.

12. **Specific Performance; Attorney Fees**

Any Party who is compelled to seek judicial intervention to seek compliance by the other Party in default or breach of any of the terms and conditions of this Agreement may seek all judicial relief available, including specific performance, and shall be entitled to recovery of reasonable attorney fees and costs.

13. **Counterparts**

This Agreement may be executed in one or more counterparts or duplicates, each of which shall be deemed an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement.

~ Signatures on Next Page ~

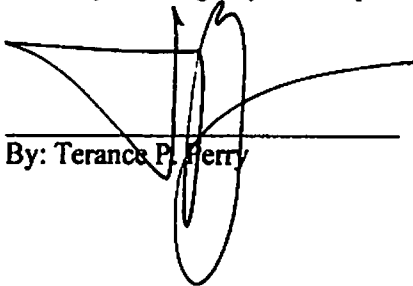
DATED as of the date first set forth above.

CAUTION: READ BEFORE SIGNING!

BIG SKY DEVELOPMENT GROUP, LLC, a Montana limited liability company.


By: Paul Wilson, Member

APPROVED BY:
Datsopoulos, MacDonald & Lind, P.C.
Attorneys for Big Sky Development Group, LLC


By: Terance P. Perry

CAUTION: READ BEFORE SIGNING!

RAVALLI COUNTY BOARD OF COMMISSIONERS, a political subdivision of the State of Montana


By: Greg Chilcott, Chairman.


Attest:

APPROVED BY:
Garlington, Lohn & Robinson, PLLP
Attorneys for Ravalli County
Board of Commissioners


By: Alan F. McCormick

