

GENERAL RELEASE AND SETTLEMENT AGREEMENT

RELEASOR: Friends of Lake Five, Inc. (FLFI)

RELEASEES: Flathead County Commission and Flathead County, Montana (Flathead County)

DATE OF CASUALTY: On or about March 4, 2020, commencing with permit approval of Major Change in Use Permit #FC 19-01 as well as lake shore protection permits FLP-20-88 and FPL-20-95 and continuing with the filing of the Complaint and Petition for Appellate Review and continuing through the date of this Release.

DESCRIPTION OF CASUALTY: FLFI's reasonable attorney's Fees, expenses and costs arising from and as granted by the District Court's entry of Findings of Fact, Conclusions of Law and Order entered on March 28, 2022, related to Order 4, in Cause No. DV-20-306(A) in the Montana Eleventh Judicial District Court of Flathead County.

SUM OF SETTLEMENT: The total sum of \$47,000.00 with payment of the total sum to be within ten (10) days of full execution of this General Release and Settlement Agreement.

CIVIL CAUSE: The Friends of Lake Five, Inc. and Ward E. "Mick" Taleff, Plaintiff/Intervenor Plaintiff v. Flathead County Commission, Flathead County Montana, Defendants and Susan Dietz and G&M Trust, Intervenor Defendant, in Cause No. DV-20-306(A) in the Montana Eleventh Judicial District Court of Flathead County.

1. Release

In exchange for the consideration stated in Section 2 and elsewhere herein, the undersigned FLFI upon payment of such sum and performances, fully and forever releases and discharges Flathead County, Flathead County's personal representatives, successors, assigns, agents, partners, employees and attorneys, from payment of reasonable attorney's fees claims, expenses or costs in relation to the above Civil Cause.

2. Consideration

In exchange for FLFI's release of claim for reasonable attorneys' fees and costs, the Parties hereby covenant, promise and obligate themselves as follows:

1. With 10 days of execution by the Friends of Lake Five, Inc., Flathead County shall pay \$47,000.00 to Friends of Lake Five, Inc.;
2. Flathead County shall not pursue any appeal of the District Court's decision;

3. The Friends of Lake Five, Inc. accept the funds as payment in full from Flathead County of reasonable attorneys' fees and costs pursuant to the Casualty described above as Court's Findings of Fact, Conclusion of Law and Order filed on March 28, 2022;

4. The Friends of Lake Five, Inc., hereby releases Flathead County from any further obligation related to payment of attorneys' fees and costs, regardless of the District Court's ultimate determination of attorney's fees and costs; and

5. Flathead County may file a Rule 59 motion seeking the Court to correct erroneous legal standards, if any, as well as some citation errors. The Friends of Lake Five, Inc. may respond to Flathead County's Rule 59 Motion or not as it sees fit, at its sole discretion. In the event Releasor takes any further action in regard to the above encaptioned Civil Cause, Flathead County is not and shall not be responsible for any additional attorneys' fees.

6. FLFI understand and agree that this Release is intended to fully and finally settle any and all claims of or related to, directly or indirectly, attorney's fees, costs and expenses awarded in this Civil Cause.

3. Future Attorney's Fees

Inasmuch as attorney's fees, costs and expenses arising from the above described Civil Cause may not be fully known and may be more numerous or more serious than it is now understood or expected, FLFI agrees, as a further consideration of this agreement, that this Release applies to any and all attorney's fees, costs and expenses incurred in or from the above referenced Civil Cause, even though now unanticipated, unexpected and unknown or as anticipated.

4. No Admission of Liability

It is understood that the above-mentioned sum and performances are accepted as the sole consideration for full satisfaction and accord to compromise of disputed reasonable attorney's fees and costs, and that neither the payment of the sum by Flathead County, performances by either Party nor the negotiations for settlement of attorneys' fees and costs shall be considered as an admission of liability by either Party.

5. Apportionment of Payment to Lienholders

This payment shall be apportioned by FLFI among any individuals, companies, agencies, insurers, political subdivisions, or attorneys who may have valid liens or rights of subrogation or reimbursement, and FLFI agree to indemnify Flathead County from and against all such claims by such parties, including payment of attorneys' fees and costs.

6. No Additional Claims

With the exception of the current attorney's fees, costs and expense claims against Susan Dietz and G&M Trust, Intervenor/Defendant, FLFI represent that no other 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 FLFI makes any future additional claim for reasonable attorneys' fees or costs which directly or indirectly results in additional liability exposure to Flathead County, for the same, not previously claimed or could have been made in Cause No. DV-20-306(A), FLFI covenants and agrees

to indemnify and save harmless Flathead County from additional claims from third-parties, excepting G&M Trust and Susan Dietz, all such attorneys' fees and costs claims demands, including reasonable attorneys' fees and all other expenses of defense necessarily incurred.

7. Disclaimer

FLFI has carefully read the foregoing, discussed its legal effect with FLFI's attorney, understands the contents hereof, and signs the same of FLFI' own free will and accord.

8. Attorneys Fees and Costs

If either Party defaults in its performance and the other Party employs an attorney because of such default, the defaulting Party agrees to pay, on demand, all costs, charges and expenses, including reasonable attorneys' fees, reasonably incurred at any time by the other Party because of the default.

9. Time

Time shall be of the essence of this Release.

10. Entire Agreement

This Release contains the entire agreement and understanding of the Parties and supersedes any and all prior negotiations and understandings. This Release shall not be modified, amended or changed in any respect except by written document signed by all Parties hereto.

12. Interpretation

If any portion of this Release shall be held to be void or unenforceable, the balance hereof shall nonetheless be effective. This Release has been made and entered into in the State of Montana and shall be governed by the laws of the State of Montana.

13. Binding Effect

This Release shall be binding upon and shall inure to the benefit of the heirs, legal representatives, successors and assigns of each of the Parties hereto.

14. Headings

The headings used herein are for convenience only and shall not be construed as a part of this Release or as a limitation on the scope of the particular paragraphs to which they refer.

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Dated this 17th day of May 2022.

**CAUTION: READ BEFORE SIGNING!
FRIENDS OF LAKE FIVE, INC.**

By: _____

Its: _____

STATE OF MONTANA)
 : ss.
COUNTY OF FLATHEAD)

This instrument was acknowledged before me on this ____ day of May, 2022, by Jean Pinski, President, the Friends of Lake Five, Inc.

(seal)

Notary Public for State of Montana

Printed Name: _____

APPROVED BY:

Clifton W. Hayden

Attorney for the Friends of Lake Five, Inc.

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