

RELEASE AND SETTLEMENT AGREEMENT

This RELEASE AND SETTLEMENT AGREEMENT (“Agreement”) is hereby entered into this 13th day of April 2018, by and between Matthew and Stacy Sericati, Paul and Becky Rowan, Eric S. Rossman and Tiffany R. Rossman, Ross Lamm and Leslie Preston, and Michael and Emily Keim, hereafter “Releasors”, and the City of Boise City, hereafter “Releasee”.

On or about the 24th day of June 2016, Releasors filed a First Amended Complaint in Idaho state district court, Case No. CV-OC-2016-09068, styled *Sericati et al. v. Kleinfelder, et al.*, alleging claims against Releasee and seeking payment of damages. The latest iteration of the lawsuit was the Third Amended Complaint dated the 11th day of September 2017. Releasors and Releasee (the “parties”) now agree to settlement of the lawsuit and dismissal of the same pursuant to the terms set forth below.

NOW THEREFORE, in consideration of the releases, covenants, conditions, and premises herein, the parties agree as follows:

1. Releasee agrees to pay to Releasors the sum of Two Hundred Fifty-Seven Thousand Five Hundred Dollars (\$257,500.00) to the trust account of McConnell Wagner Sykes & Stacey, PLLC. Releasors are to divide the proceeds pursuant to agreement among themselves.
2. As soon as practicable, Releasee agrees to, at Releasee’s expense, demolish the physical structures located at 200, 205 and 241 North Alto Via Court, Boise, Idaho and provide a means of top soil stabilization meeting hillside provisions (collectively “Razing”) in a similar manner as previously performed by Releasee at 186 and 289 North Alto Via Court, Boise, Idaho. Releasee will not seek reimbursement for the cost to raze and clear the structures at 186 and 289 North Alto Via Court, Boise, Idaho

- previously paid by Releasee. Releasee agrees to defend, indemnify and hold harmless Releasors from any damages, claims, causes of action arising from the Razing.
3. Releasee waives the \$16,650 in attorney fees awarded to Releasee by Order dated the 5th day of December 2017.
 4. Releasors and Releasee do hereby fully, finally, and forever release, discharge, and acquit each other and their respective agents, employees, successors, and assigns from any and all claims, causes of action, demands, suits, loss, costs, attorney's fees, expenses, judgments, obligations, liabilities, liens, and damages of any kind or character, whether known or unknown, that each now has or may hereafter ever have arising out of, related to, or in any way connected with (1) the incidents described in Case No. CV-OC-2016-09068, styled *Sericati et al. v. Kleinfelder, et al.* ("Lawsuit"); (2) any and all claims raised or which could have been raised in such Lawsuit; and (3) the acts or omissions of Releasee in connection with the Nativa Terra Subdivision, including without limitation, any claims, offsets, and counterclaims that have been or could have been asserted in the Lawsuit.
 5. Releasors and Releasee agree that the Lawsuit shall be dismissed with prejudice, each party to bear its own attorney's fees and costs, after this Agreement has been signed and Releasee has paid the sum of Two Hundred Fifty-Seven Thousand Five Hundred Dollars (\$257,500.00) ("Settlement Payment") to Releasors.
 6. This Agreement shall inure to the benefit of, and shall be binding upon, the divisions, subsidiaries, affiliates, successors, designees, assigns, and heirs, administrators, executors, personal representatives, successors, and assigns, of the Releasors hereto and Releasee and its officers, agents, and employees and their heirs, executors, and

administrators, and also any and all other persons, associations, and corporations referred to or not, and who may be jointly or severally liable to the Releasors, of and from any and all manner of actions, causes of actions, rights, suits, covenants, contracts, agreements, judgments, claims, and demands, whatsoever, in law or equity, whether by federal or state law, including claims for contribution, whether known or unknown, foreseen or unforeseen, arising from or by reason of any and all injuries, losses, damages, and costs, or the results thereof, which heretofore have been and which hereafter may be sustained by Releasors.

7. In consideration of the sum set forth in Paragraph 1, the costs incurred and/or waived pursuant to Paragraphs 2 and 3, and the other terms and conditions of this Agreement, Releasors hereby indemnify, defend, and hold Releasee forever harmless from and against and satisfy and pay any and all loss, damage, claim, suit or expense, including attorneys' fees and costs incurred in defense of any such matters from all insurance companies, person or entities claiming subrogation or seeking reimbursement (collectively "Subrogation Interest") as a result of any injury or damage suffered by Releasors as a result of (1) the incidents described in the Lawsuit; (2) any and all claims raised or which could have been raised in such Lawsuit; and (3) the acts or omissions of Releasee in connection with the Nativa Terra Subdivision, including without limitation, any claims, offsets, and counterclaims that have been or could have been asserted in the Lawsuit. It being the express intent of this Agreement that Releasee herein shall never suffer any further loss, liability, or expense to or on account of Releasors, or any subrogees or lienholders of Releasors, in connection with (1) the incidents described in the Lawsuit; (2) any and all claims raised or which could have

been raised in such Lawsuit; and (3) the acts or omissions of Releasee in connection with the Nativa Terra Subdivision, including without limitation, any claims, offsets, and counterclaims that have been or could have been asserted in the Lawsuit. This obligation of each Releasor extends only to the individual Releasor against whom such a Subrogation Interest exists. By way of example only, regardless of the amount from the Settlement Payment any Releasor may receive, if the holder of any Subrogation Interest has an interest which exceeds the individual amount received by any such Releasor from the Settlement Payment, this obligation extends to the full amount of any Subrogation Interest. The defense and indemnity obligation stated in this paragraph is personal to each Releasor having any such Subrogation Interest and is not joint and several as among all Releasors.

8. It is understood and agreed that this settlement is a compromise of a doubtful and disputed claim, and that payment made is voluntary and is not to be considered as an admission of liability on the part of Parties released. In making this settlement, the Parties intends merely to avoid litigation, specifically avoid the cost of defending this litigation further, and buy their peace.
9. The Parties and their respective counsel agree that, except as otherwise required by the Idaho Public Records Act or other applicable law, this Agreement, its terms and conditions, and the fact that a release and indemnity agreement was entered into by the Releasors in favor of Releasee, are confidential and this confidentiality will, at all times, be honored. Notwithstanding the foregoing, the content of this release, may be disclosed to legal counsel, accountants, tax advisors, bankers, or, upon an order by a court of competent jurisdiction, may be provided to any person or entity or to a judge.

Releasors and Releasee may disclose to any person, however, that the dispute has been settled or resolved. Releasors and Releasee further agree that this Agreement may be disclosed with its financial terms redacted upon agreement of the parties hereto, which shall not be unreasonably withheld.

10. In consideration for this Agreement and the obligations made herein, Releasee and its executors, agents, directors, officers, officials, employees, representatives, predecessors, successors, parents, subsidiaries, affiliates, attorneys, insurers, indemnitors and assigns, and any person or persons acting for, by or through it, does hereby release Strata, Inc., H. Robert Howard, Terry R. Howard, Chris M. Comstock, Michael G. Woodworth, Terra Insurance Company, Terra Nativa, LLP, Peregrine Springs Ltd. Co., Richard Pavelek, Timothy Day, the Terra Nativa Subdivision Homeowners' Association, Inc., Hartford Fire Insurance Company, Hartford Casualty Insurance Company, American Hallmark Insurance Company of Texas, the Ada County Highway District, Group One, Inc. d/b/a Group One Sotheby's International Realty and Kathleen G. Parker, Kleinfelder, Inc., Paul E. Wasser, G. Alexander Rush, Materials Testing & Inspection, Inc., Charles E. Kaiser, Elizabeth Brown, Victoria Morrison, David O. Cram, Focus Engineering, Inc., Carl Geiger, Matrix Engineering, Inc., Douglass Unger, and Treasure Valley Engineers, Inc. from any claim for contribution or indemnity to recover any amount of the Settlement Payment contemplated by Paragraphs 1 through 3 and 5 of this Agreement.

11. This Agreement constitutes the entire agreement between Releasors and Releasee with respect to the subject matter hereof and supersedes all prior written and oral agreements or understanding between the Parties.

12. Should any provision of this Agreement or portion hereof be held invalid or unenforceable, the same shall not affect or impair any other provision of this Agreement or portion hereof, and the invalidity or unenforceability of any provision of this Agreement shall not have any effect on or impair any other obligation of the Parties.
13. This Agreement is made and executed with the intention that the construction, interpretation, and validity hereof shall be determined in accordance with and by the laws of the State of Idaho.
14. Releasors and Releasee have received independent legal advice from legal counsel of their choice with respect to the advisability of executing this Agreement. This Agreement shall be deemed to have been drafted by all of the Parties.
15. This Agreement may be modified in whole or in part only by an agreement in writing executed by Releasors and Releasee.
16. If Releasors or Releasee breach this Agreement, the nonbreaching party shall have a cause of action for the breach. In such an action, the prevailing Party shall be entitled to recover from the breaching Party, in addition to any other relief provided by law or equity, such costs and expenses (including reasonable attorneys' fees) as may be incurred by the prevailing Party in enforcing or otherwise applying the terms of this Agreement. Any action under this paragraph shall not in any way invalidate or nullify the settlement or any other terms of this Agreement.
17. This Agreement may be executed in two or more counterparts, transmitted by facsimile, pdf, or otherwise, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

The undersigned have read the foregoing Release and Settlement Agreement and fully understand the same.

END OF AGREEMENT – SIGNATURES PAGES FOLLOW

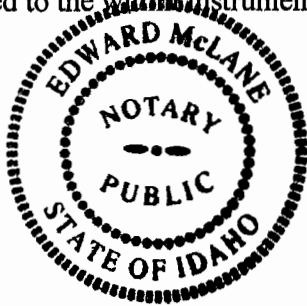
RELEASOR

[Handwritten Signature]

MATTHEW SERICATI

STATE OF IDAHO)
)
County of Ada)

On this 9th day of April, 2018, before me, a notary public, personally appeared MATTHEW SERICATI, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Handwritten Signature]
Notary Public for the state of Idaho
Commission Expires 2-8-2024

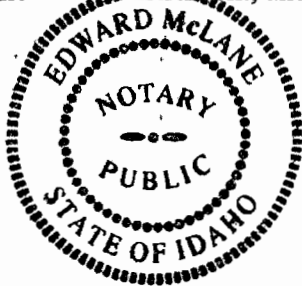
RELEASOR

[Handwritten Signature]

STACY SERICATI

STATE OF IDAHO)
)
County of Ada)

On this 9th day of April, 2018, before me, a notary public, personally appeared STACY SERICATI, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



[Handwritten Signature]
Notary Public for the state of Idaho
Commission Expires 2-8-2024

RELEASOR

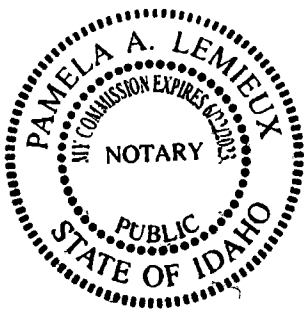
Paul Rowan

PAUL ROWAN

STATE OF IDAHO)
)
County of Ada)

On this 3rd day of April, 2018, before me, a notary public, personally appeared PAUL ROWAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Pamela Lemieux
Notary Public for the state of Idaho
Commission Expires 6.22.23



RELEASOR

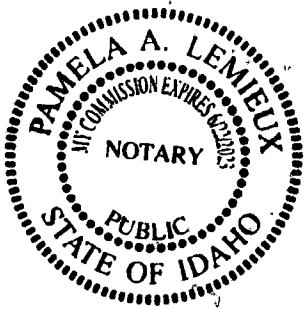
Becky Rowan

BECKY ROWAN

STATE OF IDAHO)
)
County of Ada)

On this 3rd day of April, 2018, before me, a notary public, personally appeared BECKY ROWAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Pamela Lemieux
Notary Public for the state of Idaho
Commission Expires 6.22.23



RELEASOR

[Handwritten signature of Eric S. Rossman]

ERIC S. ROSSMAN

STATE OF IDAHO)
)
County of Ada)

On this 19th day of April, 2018, before me, a notary public, personally appeared ERIC S. ROSSMAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



[Handwritten signature of Jason S. Carroll]
Notary Public for the state of Idaho
Commission Expires 2/12/2020

RELEASOR

[Handwritten signature of Tiffany R. Rossman]

TIFFANY R. ROSSMAN

STATE OF IDAHO)
)
County of Ada)

On this 19th day of April, 2018, before me, a notary public, personally appeared TIFFANY R. ROSSMAN, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



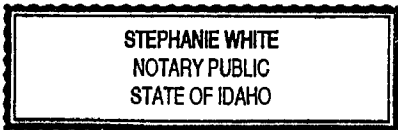
[Handwritten signature of Jason S. Carroll]
Notary Public for the state of Idaho
Commission Expires 2/12/2020

RELEASOR

Ross Lamm
ROSS LAMM

STATE OF IDAHO)
)
County of Ada)

On this 9th day of April, 20 18, before me, a notary public, personally appeared ROSS LAMM, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.



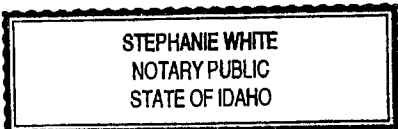
Stephanie White
Notary Public for the state of Idaho
Commission Expires 10/20/20

RELEASOR

Leslie Preston
LESLIE PRESTON

STATE OF IDAHO)
)
County of Ada)

On this 11th day of April, 20 18, before me, a notary public, personally appeared LESLIE PRESTON, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Stephanie White
Notary Public for the state of Idaho
Commission Expires 10/20/20

