SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made to be effective as of March 23, 2026 (hereinafter "the Effective Date") by and between TCR LLC, a Wyoming limited liability company ("TCR") and Teton County, Idaho, a political subdivision of the State of Idaho (the "County"). TCR and the County are at times referred to herein separately as a "Party," and collectively as the "Parties."

RECITALS

A. The final plat for the Teton Creek Resort Planned Unit Development was recorded on November 13, 1995 as Instrument Number 122038 in the records of Teton County, Idaho (the "PUD");

B. The PUD's approval was the subject of litigation in the 1990s that was resolved by a Settlement Agreement signed on December 28, 1996 and recorded as Instrument Number 126230 in the records of Teton County, Idaho (the "1996 Settlement Agreement");

C. The land use and zoning approvals for the PUD, and the 1996 Settlement Agreement are the subject of the following disputes between TCR, LLC and Teton County: Teton County, Idaho Case No. CV41-20-0281 *TCR, LLC v. Teton County, Idaho* and United States District Court for the District of Idaho Case No. 4:22-cv-00268-CRK *TCR, LLC v. Teton County, Idaho* (the "Litigations");

D. The parties desire to settle the Litigations pursuant to the conditions, terms, and provisions of this Settlement Agreement;

E. The Parties agree that the recitals are provided simply for background and shall not be construed to create any agreement or covenant between the Parties nor shall the recitals be used to construe the language of the agreement set forth below.

AGREEMENT

Upon full execution, this Agreement will be a binding agreement between the Parties as to the matters addressed herein. In consideration of the promises, covenants, representations, and warranties hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE ONE
DISMISSAL OF LITIGATIONS AND COMPROMISE OF CLAIMS

Section 1.01 Dismissal of Litigations

Within seven (7) days of receiving the payment contemplated by Section 2.03 of this Settlement Agreement, the Parties shall cause the **Litigations** to be dismissed with prejudice as to the Parties subject to this Agreement, with the Parties bearing their own costs, expenses, and attorney fees.

Section 1.02 Mutual Release

Subject to the rights and obligations set forth in this settlement agreement and without limiting the generality or specificity of any other provision of this Agreement, the Parties to this Agreement hereby agree that the Parties on behalf of themselves, their estate or estates, heirs, beneficiaries, assigns, insurers, creditors, executors, administrators, trustees, attorneys, agents, spouses, or successors in interest do hereby unconditionally and irrevocably release, acquit, forever discharge, hold harmless, and indemnify from the claims (as presented in the Litigations) against and as to each other, their estate or estates, heirs, beneficiaries, assigns, insurers, creditors, executors, administrators, trustees, attorneys, agents, spouses, or successors in interest.

The preceding paragraph notwithstanding, the term "claims" as used in this Agreement shall not include or apply to any claim or cause of action related to breach or enforcement of this Agreement or any claim or cause of action related to a future transaction, event, or occurrence involving any Party.

Section 1.03 TCR's Release.

Subject to the rights and obligations set forth in this settlement agreement, TCR does hereby release, acquit and forever discharge Teton County, its heirs, executors, administrators, agents, employees, representatives, successors, insurers, indemnitors and assigns, and any person or persons acting for, by or through them, from any claims, actions, causes of action, rights of appeal, demands, rights, damages, costs, attorney fees under state or federal law, loss of service, delay in development, expense and compensation whatsoever which TCR now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen damages, economic losses, and consequences thereof resulting or to result from the allegations and facts that gave rise to the Litigations listed above and the subsequent delay in development while the actions were pending, as well as all other claims that TCR may have against Teton County or any of its employees or agents in any way related to or arising from the Litigations listed above from the beginning of the world through the date this Settlement Agreement is executed.

ARTICLE TWO
MONETARY COMPENSATION

Section 2.01 Credit. As a material inducement to TCR, LLC for entering this Agreement and to release its claims against Teton County, Idaho, the County agrees to grant the PUD a One Million Dollar ($1,000,000.00) credit toward all county fees associated with the development of the PUD, including but not limited to application fees for final plats, construction, permitting, and inspections and any fees due to the Teton County Regional Land Trust pursuant to the 1996 Settlement Agreement. This credit may not be used toward any fees for water and sewer hookup that may become due to the City of Driggs.

a) **Accounting**. The credit described in this Section has no independent value and may be redeemed only upon presentation of a written request to the County. Any request made to the County shall include a report showing the total amount of credits the PUD has received to date and the remaining credits owing.

b) **Transferability**. TCR, LLC may assign or transfer Credits to another entity that acquires ownership of or interest in the PUD. Any assignment or transfer must be evidenced by a written instrument signed by a duly authorized representative of TCR, LLC.

Section 2.02 Fees. The Parties acknowledge that development of the PUD is exempt from any impact or development fees pursuant to the 1996 Settlement Agreement

Section 2.03 Compensation for Claims. The County shall pay TCR, LLC Two Million Dollars $2,000,000.00 in readily available funds within 5 business days of execution of this Settlement Agreement.

ARTICLE THREE
AGREEMENTS CONCERNING THE TETON CREEK RESORT

Section 3.01 Procedure

The Parties executed a Contingent Settlement Agreement on February 11, 2026 where they agreed to stay the Litigations until a public hearing could be held by the Board of County Commissioners for Teton County, Idaho. That public hearing was held on March 23, 2026.

Section 3.02 Definitions Adopted

The following definitions shall apply to the PUD and shall guide current and future administrations and resolve any inconsistencies or conflicts with regard to the PUD and allow development in accordance with the Plat. If the definition of any below conflicts with the definition set forth in the Teton County Code, the definition set forth below shall control. The following terms shall have the following meanings:

Condominium Lot. The Lots identified on the Plat as Condominium Lots. An estate consisting of (i) an undivided interest in common in real property, in an interest or interests in real property, or in any combination thereof, together with (ii) a separate interest in real property, in an interest or interests in real property, or in any combination thereof. Condominium Lots allow a specified number of units in one or multiple buildings. The number of units is as specified in the Lots and Units chart on the Plat.

Lodge and Commercial Lot. Lot 5 on the Plat is comprised of a Commercial Lot (5A) and a Lodge Lot (5B). Lots 5A and 5B were combined into one Lot (Lot 5). Lot 5 allows for a lodging/hotel facility that provides overnight accommodations, including sleeping rooms, restaurant, fitness facility and spa areas, guest registration and lobby areas, and areas devoted to the housing of local personnel or hotel equipment and supplies. Lot 5 also allows for retail shops (general store, clothing, sporting goods, food and drink, souvenirs), indoor/outdoor eating and drinking establishments, recreational activities facility, art/photography studio, personal service facility and services, office space (including but not limited to real estate and property management offices), meeting and conference facilities, and all uses ancillary thereto. The permissibility of uses which are not listed but which are similar and/or appropriate, will be determined at the reasonable discretion of the Planning Administrator.

Lodge Unit Lot. The Lots identified on the Plat as Lodge Unit Lots. Lodge Unit Lots allow a specified number of units in one or multiple buildings. The number of units is as specified in the Lots and Units chart on the Plat (*e.g.* Lot 9 has 13 units, Lot 10 has 41 units). Lodge Units are structures that can accommodate a variety of lodging types—from rental or for-sale apartments/condominiums, work/live space, a bed and breakfast, or a single-family detached house.

Open Areas. The lots identified on the PUD plat as Open Area lots. Open Areas will be governed by the PUD plat note regarding Open Areas which is reprinted here as follows:

OPEN AREA NOTE: Open Area and areas outside building envelopes are intended for utilities, paths, recreation, landscaping and agricultural uses. Other limited uses, such as recreation and agricultural buildings may be allowed if approved by the Management Committee.

A clubhouse, pool, racquet courts and similar recreational buildings and uses shall be allowed so long as they are approved by the controlling Management Committee (the Management Committee is identified in the Teton Creek Resort Declaration of Covenants, Conditions and Restrictions). Greenhouses, gardens, and agricultural uses and structures shall be allowed so long as they are approved by the controlling Management Committee.

Plat. Instrument Number 122038 recorded on November 13, 1995 in the records of Teton County, Idaho and any amendments thereto.

Recreation Lot. The Lot identified on the Plat as a Recreation Lot. The Recreation Lot may be used as a campground, outdoor event site, along with ancillary buildings for bathrooms, showers and food preparation.

Setbacks shall be as described on the Plat and shall be the only limits to lot coverage.

Utility Lot. The Lots identified on the Plat as Utility Lots. Utility Lots may be used for and contain buildings and structures necessary for the function, support, lifestyle and operation of Teton Creek Resort and its residents.

Section 3.02 Record.

The County agrees to cause this Settlement Agreement to be recorded in the records of Teton County, Idaho and to take any other action necessary to effectuate the resolutions and agreements contained herein.

Section 3.04 Future Zoning

Notwithstanding the preceding Section or any other provision of this Settlement Agreement, the Parties agree and acknowledge this Settlement Agreement is intended to facilitate a resolution to the current disputes underlying the Litigations. Nothing in this Settlement Agreement shall prejudice or impair the rights of TCR, LLC or TCR, LLCs successors in interest to later apply for a change in zoning applicable to one or more parcels of real property in the Teton Creek Resort in the same manner as any other applicant could apply for a change with respect to any parcel in Teton County, Idaho.

ARTICLE FOUR
OTHER AGREEMENTS

Section 4.01 No Admission of Fault or Liability

The Parties agree that in entering this Agreement no Party admits fault with respect to any of the claims at issue in the Litigations and that execution and performance of this Agreement cannot be and shall not be construed by any Party as an admission of fault or liability on the part of any other Party.

Section 4.02 Effect of Finding of Illegality

If a court of competent jurisdiction issues a final, appealable order determining that this Agreement or any action taken pursuant to this Agreement is illegal, void, voidable, or otherwise unenforceable, then no Party shall be precluded from asserting any claim or theory in support of any claim brought in the Litigations.

The intent of this provision is to memorialize the Parties' intent that they receive the entire benefit of all the provisions of this Agreement and that invalidation of any provision of this Agreement would frustrate the Parties' intent in entering this Agreement.

Section 4.03 Condition Precedent

The approval of this Agreement and implementation of all provisions of this Agreement by County, acting lawfully through its Board of County Commissioners, is a condition precedent to this Settlement Agreement. The execution of this agreement is evidence that this Agreement was approved and adopted by the Board of County Commissioners in accordance with applicable laws.

ARTICLE FIVE
GENERAL PROVISIONS

Section 5.01 Additional Requirements

The Parties agree that following execution of this Agreement, they will execute any such documents or perform any such acts, which are not specifically identified herein, but which are necessary or advisable to facilitate the purpose and intent of this Agreement.

Section 5.02 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

Section 5.03 Notices

Except as otherwise required by law, any notice, demand, or request given in connection with this Agreement shall be in writing and shall be given by personal delivery or U.S. First Class Mail, return receipt requested, at the following addresses (or at such other address as any Party may designate in writing):

TCR, LLC: Jeffrey D. Brunson
Beard St. Clair Gaffney PA
[address redacted]
[address redacted]
[email redacted]

COUNTY: Teton County Clerk
150 Courthouse Drive
[address redacted]

Section 5.04 Rights Cumulative

Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

Section 5.05 Default and Attorney Fees

In the event any Party to this Agreement defaults or breaches any term or provision incorporated herein, the non-breaching Party may immediately enforce any remedy available under the terms of this Agreement at law or in equity, including the remedy of injunctive relief. The Parties acknowledge that a breach by the County of any of the covenants in this Agreement may cause irreparable harm and damage to TCR. The parties agree that in the case of any breach of this Agreement by the County, TCR shall be entitled to an injunction and such right to injunction shall be cumulative and in addition to whatever other remedies are available at law. In the event a Party is required to employ an attorney or attorneys for the enforcement of any right under this Agreement or for the resolution of any dispute arising from this Agreement, with or without suit, the defaulting, breaching, or non-prevailing Party agrees to pay the non-defaulting, non-breaching, or prevailing Party's reasonable attorney fees and costs.

Section 5.06 Interpretation

The Article titles and Section headings are for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, any of the provisions of this Agreement. All references to Sections contained in this Agreement refer to the Sections of this Agreement. In this Agreement, the words include, includes, and including mean include without limitation, includes without limitation and including without limitation, respectively. Include, includes, and including are words of illustration and enlargement, not words of limitation or exclusivity. All recitals, exhibits, schedules, or other documents or instruments referred to in or attached to this Agreement, including the introductory portion of this Agreement, are incorporated by reference as though fully set forth at the point referred to in this Agreement. No presumption against any Party (or its counsel) exists on the ground that the Party (or its counsel) was responsible for preparing this Agreement or any part of it. Any representation or warranty of a Party based upon knowledge or best knowledge or similar words includes actual knowledge and constructive knowledge. Constructive knowledge means imputed knowledge under principles of agency law or knowledge that an ordinary person would have exercising prudence of a reasonable manner in the same or similar circumstances. All pronouns refer to the masculine, feminine, neuter, singular, or plural as the context may require.

Section 5.07 Incorporation by Reference

All recitals and references to extrinsic documents in this Agreement are fully incorporated into this Agreement as though set forth in full.

Section 5.08 Severability

In the event any term or provision of this Agreement is adjudicated to be unenforceable, invalid, illegal, or otherwise ineffective, the remaining terms and provisions of this Agreement shall not be affected and shall remain fully enforceable, provided that severance of the unenforceable provision does not materially alter the overall intent of this Agreement.

Section 5.09 Non-waiver of Remedies

The failure or neglect of a Party to enforce any remedy available by reason of the failure of the other Party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a Party 1) shall not affect any term or condition other than the one specified in such waiver, and 2) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

Section 5.10 Binding Effect

This Agreement and the covenants between the Parties to this Agreement shall be binding upon and inure to the benefit of themselves and their respective agents, attorneys, employees, heirs, estates, executors, personal representatives, beneficiaries, assigns, insurers, creditors, administrators, officers, employees, successors in interest, trustees, and assigns.

Section 5.11 Time is of the Essence

Time is of the essence with respect to the obligations to be performed by the Parties under this Agreement.

Section 5.12 Entire Agreement

The Parties agree that this Agreement and the attached exhibits constitute the entire and integrated agreement between the Parties. These documents supersede and replace any prior oral agreements or claimed written agreements between the Parties, and the Parties represent that they are not entering this Agreement based upon any representation not contained in this Agreement. This Agreement may be modified only by a written agreement between the Parties and may not be modified or altered by any claimed oral agreement.

Section 5.13 Survival of Representations, Covenants, Agreements, and Obligations

The representations, covenants, agreements, and obligations of the Parties to this Settlement Agreement shall survive the dismissal of the Litigations unless otherwise expressly provided, and the Parties shall continue to be bound by said representations, covenants, agreements, and obligations as set forth in this Settlement Agreement.

Section 5.14 Counterparts

This Settlement Agreement may be executed in any number of counterparts with the same effect as if the signatures to each were upon the same instrument.

DATED: The Effective Date.

APPROVED AS TO FORM BY:

_____

Sam L. Angell, Attorney for Teton County

_____

Jeffrey D. Brunson, Attorney for TCR, LLC

Teton County, Idaho

_____
Brad Wolfe, Chair of the Board of County Commissioners

Attest:

_____
Kim Keeley, Teton County Clerk

Acknowledgment

Acknowledgment

STATE OF IDAHO	ss
COUNTY OF TETON	

On this ____ day of _____, before me, the undersigned, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same in his capacity as Chair of the Board of County Commissioners.

_____
Notary Public
Residing at:
(Seal)

STATE OF IDAHO	ss
COUNTY OF TETON	

On this ____ day of _____, before me, the undersigned, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that she executed the same in her capacity as Teton County Clerk.

_____

Notary Public
Residing at:
(Seal)

TCR, LLC

_____

Acknowledgment

STATE OF COUNTY OF	ss

On this ____ day of _____, before me, the undersigned, a notary public, personally appeared _____, known to me to be the person whose name is subscribed to the above instrument, and acknowledged to me that he executed the same in his capacity as _____.

_____
Notary Public
Residing at:
(Seal)