RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement ("Agreement") is hereby entered into by and between AARON POWERS, (hereinafter referred to as "Petitioner" or "Powers"), TETON COUNTY (hereinafter referred to as "Respondent" or "County"), all of said Parties do hereby stipulate and agree as follows:

I. RECITALS

1.1 Petitioner initiated a petition for judicial review in Teton County Case No. CV26-23-0079 (the "Petition") challenging the denial of the application for a final plat for Centennial Estates Subdivision (hereinafter "Subdivision").

1.2 The Petition complained that, after compliance with the public hearing process for subdivision approval in Teton County, Idaho, the Subdivision application was denied by the County Commissioners on June 26, 2023 based on the sole reason that Powers' did not have legal access to the subdivision.

1.3 On June 26, 2023, Petitioner had fee simple title and legal access to the Subdivision along a 60 foot wide parcel ("Access Parcel").

1.4 The Subdivision went through all required public hearings, including but not limited to a concept, preliminary plat and final plat hearing. All public hearings were held in compliance with Idaho law and Teton County Code and, other than the Petition, no challenge regarding this process was ever filed.

1.5 The Parties intend that the full terms and conditions of their settlement be set forth in this settlement agreement.

1.6 The Parties agree and covenant 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.

1.7 By entering into this settlement agreement, the Parties do not make any admission of liability or damages.

II. REPRESENTATIONS AND WARRANTIES

2.1 The following representations and warranties shall survive the execution of this settlement agreement and the completion of the settlement described herein:

2.2 Petitioner represents and warrants:

i. That he is the sole owner of the claims and causes of action released in this settlement agreement and has not heretofore sold, transferred, conveyed or otherwise assigned any interest therein to any other person or entity;

ii. There are no other persons or entities who now have or may hereafter acquire Petitioner's rights to proceed against Respondent

on any of the claims and causes of action released in this settlement agreement.

iii. Petitioner will not bring any further claims or suit against Respondent including its agents, employers, insurers or assigns related to the events or occurrences that are the subject of the events and petition for judicial described in paragraph 1.1 herein.

2.3 Petitioner further represents and warrants that he has the power and authority to enter into this settlement agreement and that this settlement agreement and all documents executed pursuant to this settlement agreement to which he is a party are valid, binding, and enforceable upon him.

2.4 Petitioner further represents and warrants that no consent, approval, authorization or order of, and no notice to, or filing with any court, governmental authority, person or entity is required for the execution, delivery and performance of this settlement agreement.

2.5 Petitioner hereby declares and represents that he understands the damages he claims to have sustained are unknown, uncertain, and indefinite, and in entering into this settlement it is understood and agreed that Petitioner relies wholly upon his own individual judgment, belief, and knowledge of the nature, extent, effect and duration of said damages in consultation with his own attorneys or advisors and their decision to enter into this settlement agreement is made without reliance upon any statement or representation of Respondent or by its representatives or anyone employed by it.

III.
SETTLEMENT TERMS AND CONDITIONS

3.1 Approval of Centennial Estates Subdivision. Because the Access Parcel provides legal access to the Subdivision, Respondent Board of County Commissioners agrees that the County should not have denied the Subdivision application on the basis of lack of legal access. Since the sole reason the Subdivision was denied at final plat was lack of access, Respondent Board of County Commissioners agrees that the Subdivision should have been approved at the final plat hearing on June 26, 2023 conditioned upon the applicant acquiring permission from the HOA to construct a road across the Access Parcel. The Subdivision is consistent with the public health, safety and welfare of the County and with all applicable provisions of Title 9 and Title 8 of the Teton County Code in effect at the time of the Subdivision's application. Therefore, upon execution of this Agreement, the Board of County Commissioners agrees to sign the final plat for Centennial Estates Subdivisions.

3.2 Condition Precedent. In accordance with Idaho Code 67-6510, the parties agree that the resolution of differences in this Agreement shall be the subject of a public hearing before the County Commissioners. Such public hearing is a condition precedent to the execution, implementation and enforceability of all provisions of this Settlement Agreement.

3.3 No Admission of Liability. The Parties agree that in entering this Agreement no Party admits fault with respect to any of the claims at issue 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.

3.4 Subdivision Timeline and Extension. Shortly after the Petition was filed the Parties stipulated to stay all timelines related to the final approval of the Centennial Estates Subdivision. The Parties further agree that a one year extension of the timeline for approval of the Subdivision is hereby granted. Such extension is necessary as the mediation and public hearing process necessary to resolve this case have taken several months and Powers is nearing his 3 year deadline for approval. In consideration of this extension, Powers agrees that he has not been economically harmed or damaged in any manner whatsoever by the timing of the Subdivision approval.

3.4 Dismissals. Within five (5) business days following the signing of the final plat for Centennial Estates by the chair of the Board of County Commissioners, counsel for Petitioner shall prepare and execute a Stipulation for Dismissal with Prejudice. The Stipulation will then be filed with the Court by Petitioner.

3.5 Recording. Petitioner agrees and covenants not to record the signed final plat for Centennial Estates until after the District Court issues a Judgment of Dismissal for Teton County Case No. CV26-23-0079.

3.6 Release. Subject to the satisfactory completion of all covenants, conditions, rights and obligations set forth in this settlement agreement, Petitioner does hereby release, acquit and forever discharge Respondent 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 which Petitioner 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 2023 denial of the final plat for Centennial Estates Subdivision by Teton County and the subsequent delay in development while the petition for judicial review was stayed, as well as all other claims that Petitioner may have against Teton County or any of its employees or agents in any way related to the development of Centennial Estates from the beginning of the world through the date this Settlement Agreement is executed.

3.7 Costs/Expenses. The Parties agree to bear their own costs, expenses and attorney's fees recoverable under state and federal law surrounding the events and claims described in paragraph 1.1 above.

3.8 Successors/Assigns. The Settlement Agreement shall continue perpetually and shall be binding upon and inure to the benefit of the heirs, devisees, successors and assigns of the Parties.

3.9 Complete Agreement. It is expressly understood and agreed that this settlement agreement constitutes the entire agreement and understanding of the Parties and supersedes any and all prior agreements, commitments, oral or written exchanges,

arrangements or negotiations between them and/or their representatives concerning the subject matter of this settlement agreement. The Parties state there are no promises, representations, agreements, arrangements or understandings, oral or written, concerning the subject matter of this settlement agreement that are not fully expressed or incorporated herein, and that the terms of this release are contractual and not a mere recital.

3.10 Disclaimer of Representations/Warranties. Except as expressly set forth in this settlement agreement, the Parties have not made and do not make any other representations, warranties, statements, promises, or agreements to or with each other. The Parties have relied upon their own investigation and due diligence into the facts as to their legal positions and are basing their decision to enter into this settlement agreement solely upon their own investigation and upon the advice of their own counsel and not upon any fact, position or statement made by the other party.

3.11 Amendment/Modification. This settlement agreement may not be amended, modified, altered, changed, rescinded, cancelled, terminated or supplemented in any manner whatsoever except by agreement in writing signed by all Parties affected by such agreement.

3.12 Execution and Counter parts. This settlement agreement may be executed in several counterparts, none of which need be executed by all parties, but each of which shall be an original and shall constitute but one and the same instrument.

3.13 Construction/Interpretation. The terms and provisions of this settlement agreement were arrived at by mutual negotiation. Moreover, this settlement agreement has been prepared by the joint efforts of the respective attorneys for the parties. Consequently, any rule of construction that would require any ambiguities in this settlement agreement to be resolved against the drafting party shall not be applicable to the interpretation or construction of this settlement agreement.

3.14 Headings. Headings in this document are for the convenience of the Parties and shall not be used in construing the settlement agreement.

3.15 Choice of Law. The Parties agree that the interpretation of this settlement agreement, including any disputes arising out of this settlement agreement, shall be governed by Idaho law.

3.16 Acknowledgements. The Parties acknowledges and agrees that:

3.16.1 They have carefully read this Settlement Agreement;

3.16.2 They understand the Settlement Agreement and its terms and effects;

3.16.3 They have had adequate time to consult with legal counsel regarding all aspects of this Settlement Agreement prior to its execution.

THE UNDERSIGNED HAVE READ THE FOREGOING RELEASE AND SETTLEMENT AGREEMENT AND UNDERSTAND IT.

Dated this 26th Day of May, 2026

Board of County Commissioners
Teton County, Idaho

By: _____ _____
Brad Wolfe, Chair Aaron Powers

ATTEST

_____
Kim Keeley
Teton County, Idaho Clerk