

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (this "**Agreement**") is made and entered into as of November 21, 2025 (the "Effective Date"), by and between MUSTANG DEVELOPMENT, LLC ("**Mustang**" or "**Plaintiff**"), on the one hand, and TOWN OF HIDEOUT (the "**Town**" or "**Defendant**"). Each signatory to this Settlement Agreement is a "Party" and collectively they are "Parties."

## **BACKGROUND**

- A. In March 2010, Mustang and the Town entered into a formal development agreement, the Master Development Agreement for the Hideout Canyon Master Planned Community ("**MDA**").
- B. In September of 2020, Mustang and the Town entered into a Reimbursement Agreement, relating to the reimbursement of infrastructure installed by Mustang in the Town ("Reimbursement Agreement").
- C. On A dispute arose between the Parties related to the MDA and the Reimbursement Agreement, as reflected in the pleadings and documents filed in Case No. 230500015 (the "**Lawsuit**"), which is currently pending in the Fourth Judicial District Court in and for Wasatch County, Utah.
- D. On November 21, 2025, the Parties agreed to resolve the claims in the Lawsuit (the "**Dispute**"), subject to the terms and conditions set forth herein.

## **AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged by each Party hereto, and intending to be legally bound hereby, the Parties agree to the following Terms:

1. **Payment.** Subject to the terms and conditions of this Agreement, Hideout agrees to pay or cause to be paid to Mustang the total sum of six hundred thousand dollars (\$600,000) (the "**Payment**") in full settlement and satisfaction of all claims relating to the Dispute. The Payment shall be made by wire no later than November 25, 2025.

2. **Application of the Payment.** The Parties agree that \$500,000 of the Payment will be applied to the total remaining balance due and owing to Mustang under the Reimbursement Agreement. The remaining \$100,000 of the Payment will be paid to Mustang in compensation for interest, attorney fees and expert witness fees incurred in connection with the Lawsuit.

3. **Payment Time Frame.** The Parties agree that this Agreement shall relate and is limited to payments that were due to be made to Mustang under the Reimbursement Agreement through September 30, 2025. Mustang releases the Town from any and all obligations for the payment of impact fee amounts that were collected by that Town under the Reimbursement Agreement, but were not paid to Mustang, and from any claim that Hideout failed to collect impact fee amounts that should have been collected under the Reimbursement Agreement, for

any time period before and including September 30, 2025. This Agreement does not relate to or otherwise compromise the Town's obligations under the Reimbursement Agreement from October 1, 2025 going forward.

4. **Dismissal of Lawsuit.** Upon execution of this Agreement, Mustang and the Town shall cause their legal counsel promptly to file pleadings with the Court to ensure dismissal of the Lawsuit, with prejudice, with each party to pay their own costs and attorneys' fees.

5. **Mutual Release of Claims:** Other than claims arising under this Agreement, the parties do hereby fully release and discharge each other and each other from any causes of action and claims filed and asserted in the Lawsuit (the "*Claims*").

6. **Fees & Expenses:** The Parties shall bear their own respective costs and expenses, including attorney's fees, incurred in connection with the Dispute, and the Lawsuit.

7. **Acknowledgements:** Each of the Parties acknowledges and agrees that:

- a. This Agreement is entered into and executed voluntarily by each of the Parties hereto and without any duress or undue influence on the part of, or on behalf of, any such Party.
- b. Each of the Parties hereto has been represented by independent legal counsel of their own choice or has had the opportunity to seek advice in connection with the negotiations for, and in the preparation of, this Agreement and that each of the Parties has read this Agreement and is fully aware of the Agreement's contents and legal effects.
- c. The drafting and negotiation of this Agreement has been undertaken by all Parties hereto and their respective counsel. For all purposes, this Agreement shall be deemed to have been drafted jointly by all of the Parties hereto with no presumption in favor of one Party over another in the event of any ambiguity.

8. **Severability:** If any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby.

9. **Binding Effect:** This Agreement shall be binding on, and shall inure to the benefit of, the Parties hereto and their respective administrators, representatives, successors, and assigns.

10. **Governing Law:** This Agreement shall be governed by the laws of the State of Utah and any question arising hereunder shall be construed or determined according to such law.

11. **Attorney Fees:** If any action is brought because of any breach of or to enforce, interpret, rescind, or terminate any of the provisions of this Agreement, the Party or Parties prevailing in such action shall be entitled to recover from the other Party or Parties reasonable attorney fees and costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

12. **Execution:** The persons signing below represent that they are duly authorized and

have the authority to execute this Agreement for and on behalf of, and bind, the Party for whom they are signing.

13. **Integration Clause:** This Agreement contains the entire agreement between and among the Parties hereto, and supersedes all prior and contemporaneous discussions, negotiations, understandings and agreements, whether oral or written, express or implied, between or among them, relating to the subject matter of this Agreement. This Agreement may not be amended orally, nor shall any purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) be of any legal force or effect or constitute an amendment of this Agreement, but rather this Agreement may be amended only by an agreement in writing signed by the Parties.

14. **Interpretation:** The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. The wording of this Agreement represents the wording selected by the Parties, each having had the benefit of independent legal counsel, to define their mutual agreement and shall not be strictly construed against any Party, but according to the fair and generally accepted meaning of all terms and words.

15. **Valid & Enforceable Contract:** The Parties agree that this Agreement is a valid and enforceable contract.

16. **Counterparts:** This Agreement may be executed by the Parties in any number of counterparts, including by way of facsimile or email, and each of which shall be deemed to be an original and all of which, collectively, shall be deemed to be one and the same instrument.

17. **No Admission.** The Parties acknowledge and agree that this Agreement constitutes a compromise and settlement of disputed claims. This Agreement shall not constitute an admission of the occurrence or non-occurrence of any facts, acts, omissions, and/or circumstances by any of the Parties hereto, nor shall it constitute an admission of liability by any of the Parties including without limitation regarding any claim by a third party.

18. **Own Judgment.** The Parties hereby declare and represent that in making this release and agreement, it is understood and agreed that the Parties relied wholly upon their own judgment, belief and knowledge and in granting this complete release, they do not rely upon anything told to them or represented to them by any other Party who is being released, or by any person or persons representing them.

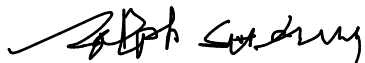
IN WITNESS WHEREOF, each of the Parties hereto has executed this Agreement as of the Effective Date.

Signed by:  
  
9F46E1072158443...

Mustang Development, LLC

By: Robert Martino, its Manager

Town of Hideout

A handwritten signature in black ink, appearing to read "Ralph Severini", is written over a blue horizontal line.

[Mayor Ralph \(Nov 21, 2025 18:17:20 MST\)](#)

By: Ralph Severini

Its: Mayor

## Certificate Of Completion

Envelope Id: 730E4737-A0DB-45C9-B4F6-73A41A17F6B9

Status: Completed

Subject: Complete with Docusign: Impact Fee Settlement Agreement - Hideout signed.pdf

Source Envelope:

Document Pages: 4

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Kelsey Austin

AutoNav: Enabled

201 South Main Street

Envelopeld Stamping: Enabled

Suite 1800

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Salt Lake City, UT 84111

KAustin@parsonsbehle.com

IP Address: 64.154.21.68

## Record Tracking

Status: Original

Holder: Kelsey Austin

Location: DocuSign

11/24/2025 12:23:05 PM

KAustin@parsonsbehle.com

## Signer Events

## Signature

## Timestamp

Robert Martino

rmartino@star-cb.com

Manager

Security Level: Email, Account Authentication  
(None)

Signed by:

9F46E1072158443...

Sent: 11/24/2025 12:24:36 PM

Viewed: 11/24/2025 5:27:48 PM

Signed: 11/24/2025 5:28:24 PM

Signature Adoption: Drawn on Device

Using IP Address: 174.194.130.4

Signed using mobile

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

11/24/2025 12:24:36 PM

Certified Delivered

Security Checked

11/24/2025 5:27:48 PM

Signing Complete

Security Checked

11/24/2025 5:28:24 PM

Completed

Security Checked

11/24/2025 5:28:24 PM

## Payment Events

## Status

## Timestamps