

AGREEMENT

This Agreement is entered this 19 day of March, 2015 by and between RJS General Contracting LLC ("RJS") and Tooele County, State of Utah ("Tooele"). RJS and Tooele may be referenced herein collectively as "Parties".

WHEREAS, Tooele owns the property and facility known as the Deseret Peak Complex ;

WHEREAS, Country Explosion entered into a contract with RJS which required RJS to provide work and materials for property and facility known as the Deseret Peak Complex which benefitted and improved the facility ("the Project");

WHEREAS, RJS fulfilled the terms and conditions of its contract with Country Explosion and provided all of the required work and materials to the Project and thereafter invoiced Country Explosion for the work and materials so provided;

WHEREAS, Country Explosion has failed and refused to pay the outstanding invoices due and owing RJS for work and materials provided to the Project, which outstanding invoices total the principal balance of \$54,823.86 ("Principal Balance");

WHEREAS, the outstanding invoices are as follows: RJS - \$35,697.86; Reeve & Associates - \$13,000.00; Terracon - \$291.82; Ahern Rentals - \$4,045.00; and Wasatch Barricade - \$1,790.00.

WHEREAS, Tooele failed to require Country Explosion to obtain a payment bond in accordance with Utah Code Ann. 14-1-18 & 19;

WHEREAS, as a result of the failure to require a payment bond, Tooele is liable to RJS, pursuant to Utah Code Ann. 14-1-19;

WHEREAS, Tooele desires to resolve the claim of RJS in order to avoid being named in any litigation filed by RJS to collect the above-described obligation;

NOW THEREFORE, the Parties hereby agree as follows:

1. The Parties hereby stipulate to and acknowledge the truthfulness of the recitals set forth above. The recitals stated above are hereby incorporated into the terms and conditions of this Agreement and are binding upon the Parties.

2. Tooele hereby agrees to pay RJS a payment of dollars (\$45,000.00) within thirty (30) days of this Agreement for the work and materials provided by RJS and its subcontractors on the Project.

3. Provided payment is received with the 30 day deadline, RJS agrees to accept the payment from Tooele as full and final payment of all claims which RJS and its

subcontractors has against Tooele in connection with and arising from the Project.

4. RJS retains all claims and causes of action against Country Explosion and Darren R. Brady ("Brady") for breach of contract and breach of the personal guarantee ("the Action") for the remaining, unpaid principal balance due and owing RJS for its work and materials provided to the Project, together with interest at the contract rate on the entire outstanding balance, and all attorney fees and costs incurred in collecting the outstanding balance, in accordance with its contracts with Country Explosion and Brady ("Litigation Balance"). If RJS collects any funds in addition to the litigation balance, it will pay that sum to Tooele.

5. RJS may pursue collection of the Litigation Balance against Country Explosion and Brady following receipt of the payment from Tooele as described above.

6. This Agreement shall be binding on, and shall inure to the benefit of, the Parties to this Agreement and their respective successors and assigns.

7. This Agreement shall be construed in accordance with the laws of the State of Utah and any action for enforcement of the releases contained herein, or otherwise arising out of the terms and conditions of this Agreement shall be brought in state or federal courts located in the State of Utah.

8. This Agreement constitutes the entire agreement of the Parties relating to its subject matter and is meant to integrate any previous agreement, oral or written. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by the Party or Parties against whom enforcement is sought. Except as expressly set forth in this Agreement, the Parties hereto have not made and make no other representations, warranties, settlements, promises, or agreements to each other.

9. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were upon any counterpart or upon the same instrument, and all signed counterparts shall be deemed to be an original. A facsimile or digital signature of the Parties shall be accepted by all of the Parties as effective and binding.

10. The Parties hereto represent and warrant to the other that they have the full power and authority to execute this Agreement and bind all successors, assignees, transferees, heirs, estate and children, as applicable, and that none of the claims released hereby have been assigned to, or encumbered for the benefit of, any third person.

11. The Parties agree to execute and deliver such additional documents and to perform such additional acts as may be reasonably necessary or appropriate to effectuate, consummate, or perform any of the terms, provisions, or conditions of this Agreement.

12. In the event of litigation to enforce this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs in that litigation.

Dated this ____ day of March, 2015.

TOOELE COUNTY

By Wade B. Bitner
Wade Bitner, Chairman

ATTEST:

Marilyn K. Gillette
MARILYN K. GILLETTE
TOOELE COUNTY CLERK/AUDITOR

Dated this 19 day of March, 2015.

RJS GENERAL CONTRACTING LLC

By Rory Graves
Rory Graves

Its President

