

RELEASE OF ALL CLAIMS

This Release of All Claims (“Release”) is entered into by and between Plaintiff Main Street Church of Brigham City (“Plaintiff”) and Defendants Brigham City, Utah (along with its Mayor, City Council and its respective Members, Chief of Police, Licensing Enforcement Officers and any and all other persons acting in their official or individual capacities and/or within the scope of employment with or volunteering on behalf of Brigham City), Kirk Morgan, Paul A. Tittensor and Bruce Leonard (collectively “Defendants”), concerning and in connection with Brigham City Ordinance No. 10-13 (the “Ordinance”) (repealed subsequent to the filing of the present action) which is the subject of claims set forth in the captioned lawsuit *Main Street Church of Brigham City v. Brigham City, Utah, Kirk Morgan, Paul A. Tittensor and Bruce Leonard*, Case No. 1:12-CV-186, United States District Court, District of Utah (“Lawsuit”).

RECITALS

Plaintiff intends to release and forever discharge Defendants from any and all claims, actions and causes of action of any kind or nature, that were, could or should have been brought concerning or in any way connected with the Lawsuit, and/or Brigham City Ordinance and the claims asserted in the Lawsuit. Plaintiff and Defendants agree that they are settling claims that are contested and that by agreeing to settle the claims Defendants make no admission of liability or wrongdoing of any sort in connection with the allegations set forth in the referenced Lawsuit. Defendants deny any liability or wrongdoing of any sort in connection with the allegations set forth in the Lawsuit, and Defendants’ decision to settle is driven by solely the financial costs of litigation. Plaintiff continues to assert that its rights were violated but recognizes that the repeal of the Ordinance achieved the primary objective of the Lawsuit.

NOW THEREFORE, in consideration of the above recitals, the covenants and agreements contained herein and other good and valuable consideration, the adequacy and legal sufficiency of which are hereby acknowledged, Plaintiff and Defendants agree as follows:

CONSIDERATION

1. Plaintiff acknowledges receipt of the principal sum of \$11,000 in attorney fees and costs (“Payment”) as full and final settlement of all pending claims against Defendants. None of Payment is or shall be designated, considered or construed as damages.
2. Plaintiff, for itself and for all persons or entities claiming by, through, or under Plaintiff, hereby completely releases, acquits and forever discharges Defendants, their agents, employees, attorneys, assigns and successors in interest and all of them, of, from, and against any and all rights, claims, damages, actions, causes of action, and demands of any kind or description whatsoever, including attorney fees and costs, whether known or unknown, direct or consequential, foreseen or unforeseen, existing or

arising in the future, which the Plaintiff now has or may have had by reason of any cause or thing whatsoever prior to and including the effective date of this Release that relate to the Ordinance and which were or could have been asserted in the Lawsuit, directly, by claim, counterclaim, cross-claim, or otherwise. This Release shall not apply to any claims Plaintiff may have with regard to any other existing or subsequently enacted ordinance, law, or regulation, even if such subsequently enacted measure is substantially the same or identical to the Ordinance.

3. Upon full execution of this Release, the Plaintiff and Defendants shall execute a stipulation to dismiss the lawsuit and all claims with prejudice. Such stipulation and a proposed order of dismissal with prejudice for the court's consideration shall be in a form satisfactory to counsel for Plaintiff and Defendants. Counsel for the Plaintiff and Defendants shall meet to exchange fully executed originals and copies of this Release and all other required documents to accomplish the purposes of this Release.

REPRESENTATIONS AND WARRANTIES

Plaintiff represents and warrants as follows:

1. It is the real party in interest in the Lawsuit.
2. It is fully authorized to enter into this Release.
3. It has taken all necessary corporate and internal actions to approve the making and performance of the terms, covenants and obligations created by this Release, and that no further corporate or other internal approval is necessary;
4. The making and performance of this Release will not violate any provision of any agreement, law or article or by-law.

ADDITIONAL ACTIONS TO EFFECTUATE SETTLEMENT

Plaintiff and Defendants shall execute such additional documents and/or perform such additional acts and take such additional steps as may be reasonable or necessary to implement the provisions and intent of this Release.

ENTIRE AGREEMENT

This Release contains the entire agreement between and among the Plaintiff and Defendants with respect to the subject matter hereof.

GOVERNING LAW: VENUE

This Release shall be interpreted, construed and enforced in accordance with and governed by the laws of the State of Utah, without giving effect to any conflict of laws provisions, and each party hereby submits to the exclusive personal jurisdiction of and exclusive venue of the Federal Court and/or State Court situated in Salt Lake County, State of Utah for any action relating to or arising from this Release, including any action to enforce the terms of this Release.

COUNTERPARTS

This Release may be executed in counterparts, each of which taken together shall constitute one single instrument. Signatures transmitted by facsimile or email shall be accepted for purposes of the effective execution of the Release, but original signature pages shall be provided within five business days to opposing counsel.

BINDING ON SUCCESSORS

This Release shall be binding upon and inure to the benefit of the Plaintiff and Defendants, its/their respective successors and assigns.

SEVERABILITY

The invalidity or unenforceability of any particular provision of this Release shall not affect the validity or enforceability of any other provisions hereof, and this Release shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

CAPTIONS

The paragraph titles and headings appearing herein are used in this Release only for convenience of reference and shall in no manner modify, expand, limit or describe the scope or intent or in any other way affect the terms of conditions of this Release.

DRAFTING

Plaintiff acknowledges that the language of this Release was fully negotiated as between its attorneys and counsel for Defendants, and that Plaintiff's attorneys played an equal part in drafting the terms and the language of this Release. Plaintiff acknowledges that the language of this Release will not be construed in favor of either Plaintiff or Defendants.

PLAINTIFF HEREBY ACKNOWLEDGES IT HAS READ THIS RELEASE, UNDERSTANDS IT IN ALL MATERIAL RESPECTS, HAS CONSULTED WITH ITS COUNSEL CONCERNING THE MEANING AND BINDING EFFECT OF THE RELEASE, AND IS FULLY AWARE THAT BY EXECUTING THIS RELEASE, PLAINTIFF MAY BE

FOREGOING AND WAIVING CLAIMS OF WHICH IT IS UNAWARE. HAVING CONSULTED WITH COUNSEL, IT IS PLAINTIFF'S INTENTION TO PROCEED WITH THE EXECUTION OF AND BE FULLY BOUND BY THIS RELEASE.

IN WITNESS WHEREOF, and with the intent to be legally bound, Plaintiff has executed this Release on the dates set forth below, to be effective as of the ___ day of January, 2013.

PLAINTIFF:

MAIN STREET CHURCH OF BRIGHAM CITY

By _____

Its: _____

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ___ day of _____, 2013, personally appeared before me, _____, the _____ of Main Street Church of Brigham City, who after being duly sworn, acknowledged to me that he/she has read the foregoing instrument, knows the contents of the same to be true and correct to the best of his/her knowledge, information and belief, and signs the same as of his/her own free will.

Notary Public
Residing in: _____

My Commission Expires:

Counsel for Plaintiff:

AMERICAN CIVIL LIBERTIES UNION OF
UTAH FOUNDATION, INC.

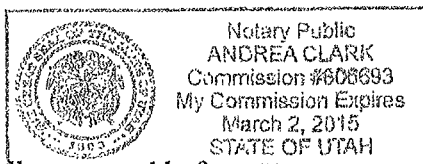
By _____
John M. Mejia
Leah M. Farrell

DEFENDANTS:

BRIGHAM CITY, UTAH

By Dennis J. Fife
Dennis J. Fife
Its: Mayor

STATE OF UTAH)
: ss.
COUNTY OF Box Elder



On this 5 day of February, 2013, personally appeared before me, Dennis J. Fife, the Mayor of Brigham City, Utah, who after being duly sworn, acknowledged to me that he (she) has read the foregoing instrument, knows the contents of the same to be true and correct to the best of his (her) knowledge, information and belief, and signs the same as of his (her) own free will.

Andrea Clark
Notary Public
Residing in: Brigham City

My Commission Expires:
03-02-2015

Kirk Morgan
Kirk Morgan,
Attorney for Brigham City, Utah

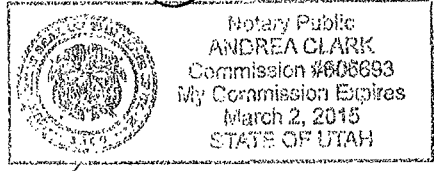
Paul A. Tittensor
Paul A. Tittensor,
Brigham City Chief of Police

STATE OF UTAH)
 : ss.
COUNTY OF Box Elder

On this 5 day of February, 2013, personally appeared before me, Paul A. Tittensor, Brigham City Chief of Police, who after being duly sworn, acknowledged to me that he has read the foregoing instrument, knows the contents of the same to be true and correct to the best of his knowledge, information and belief, and signs the same as of his own free will.

Andrea Clark
Notary Public
Residing in: Brigham City

My Commission Expires:
03-02-2013



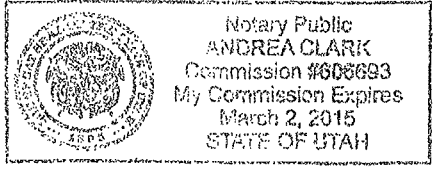
Bruce Leonard
Bruce Leonard,
Brigham City Administrator

STATE OF UTAH)
 : ss.
COUNTY OF Box Elder

On this 5 day of February, 2013, personally appeared before me, Bruce Leonard, Brigham City Administrator, who after being duly sworn, acknowledged to me that he has read the foregoing instrument, knows the contents of the same to be true and correct to the best of his knowledge, information and belief, and signs the same as of his own free will.

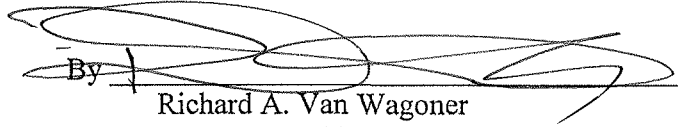
Andrea Clark
Notary Public
Residing in: Brigham City

My Commission Expires:
03-02-2015



Counsel for Defendants:

SNOW, CHRISTENSEN & MARTINEAU


By  Richard A. Van Wagoner
Heather S. White

FOREGOING AND WAIVING CLAIMS OF WHICH IT IS UNAWARE. HAVING CONSULTED WITH COUNSEL, IT IS PLAINTIFF'S INTENTION TO PROCEED WITH THE EXECUTION OF AND BE FULLY BOUND BY THIS RELEASE.

IN WITNESS WHEREOF, and with the intent to be legally bound, Plaintiff has executed this Release on the dates set forth below, to be effective as of the 24 day of January, 2013.

PLAINTIFF:

MAIN STREET CHURCH OF BRIGHAM CITY

By 
Its: PASTOR

STATE OF UTAH)
 : ss.
COUNTY OF _____)


On this ____ day of _____, 2013, personally appeared before me, _____, the _____ of Main Street Church of Brigham City, who after being duly sworn, acknowledged to me that he(she) has read the foregoing instrument, knows the contents of the same to be true and correct to the best of his(her) knowledge, information and belief, and signs the same as of his(her) own free will.

Notary Public
Residing in: _____

My Commission Expires:

Counsel for Plaintiff:

AMERICAN CIVIL LIBERTIES UNION OF
UTAH FOUNDATION, INC.

By 
John M. Mejia
Leah M. Farrell