



W3164232

EN 3164232 PG 1 OF 5
LEANN H KILTS, WEBER COUNTY RECORDER
28-JUN-21 230 PM FEE \$40.00 DEP PV
REC FOR: TERRY ROSE

SETTLEMENT AGREEMENT

DATE: This Agreement is dated as of the date of the last signature hereunder.

PARTIES: Terry L Rose & Johnie Rose.

RECITALS

- A. The parties wish to establish a sole financial responsibility of monies owed to creditors and exclusive ownership of property located at 5041 Midland Dr, Roy, Utah 84067.
- B. Terry L Rose wishes for Johnie to vacate the property listed above including all his personal property and surrender ownership or any entitlement to listed property. Johnie wishes for Terry to agree to sole responsibility for monies owed on the loans listed within this agreement.
- C. Whereas, the parties desire to enter into this Settlement Agreement in order to provide for full settlement and discharge of any and all disputes and claims between the parties, including, without limitation, those which are, could be, or might have been, related to the financial debts listed in this contract, ownership of property and/or any other aspect of the parties' relationship, unless otherwise specified hereunder, and which said Settlement Agreement shall be based upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1. **Recitals:** The recitals are an integral part of this Agreement and are incorporated herein.
2. **Release and Discharge:** In consideration for the terms and conditions set forth herein, *Terry L Rose hereby* completely releases and forever discharges Johnie Rose from any and all claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever and agrees to be solely responsible for:
 - Loan #242327463 in the amount \$3,699.43, as of 4.28.2021, towards the 2008 Pontiac G6 VIN#1G2ZH17N984157980. Possession of this Vehicle will go to Terry L Rose.
 - Loan #24232746.2 in the amount of \$10,398.99, as of 4.28.2021, towards the 2010 LT2

Chevrolet Camaro, VIN#2G1FG1EV2A9207439. Possession of this vehicle will go to Johnie Rose.

- Loan #24232746.1 in the amount of \$10,391.14, as of 4.28.2021, towards the 2015 FLHTK Harley Davidson Motorcycle VIN#1HD1KEL14FB606879. Possession of this Motorcycle will go to Johnie Rose.
- The Belmont (a breathing ventilator device) in the amount of \$2,040, as of 4.28.21. Possession of this machine will go to Johnie Rose; and
- Pay, in cash, check, money order, or electronic transfer the sum of \$4,000 to Johnie Rose.

In consideration for the terms and conditions set forth herein, *Johnie Rose hereby* completely renounces and forever discharges his right of ownership to any and all equity, capital, deeds, or compensation of any nature whatsoever to the property located at 5041 Midland Dr. Roy Utah 94067, and agrees to vacate the estate with all his personal property by the ~~Aug~~ Aug 1 (day), Aug (month), 2021. JLR

2.1 Affected Parties: This release and discharge shall also apply to the parties' past, present and future officers, directors, stock holders, attorneys, agents, family members, servants, representatives, employees, sublessees, subtenants, subsidiaries, affiliates, partners, predecessors and successors in interest, heirs and assigns, and any and all other persons, firms or corporations with whom any of the former may have been, are now, or may hereafter be affiliated.

2.2 Nature of Release: The parties hereto acknowledge and agree that the release and discharge set forth above is a general release. The parties hereto expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the parties do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the party's decision to enter into this Settlement Agreement. The parties further agree that this Settlement Agreement is a complete compromise of matters involving disputed issues and that each party assumes the risk that the facts or law may be other than they believe. It is understood and agreed by the parties that this Settlement Agreement is a compromise of doubtful and disputed claims and counterclaims, and that the agreement is not to be construed as an admission of liability by either party as each party expressly denies liability.

3. Attorney Fees/Costs: The parties agree that should any disputes arise regarding this Agreement, including, without limitation, enforcement and/or interpretation of the same, the prevailing party shall be entitled to reimbursement of reasonable attorney fees in any action to enforce the terms, including any appeal.

4. **Warranty of Capacity to Execute Agreement:** Each party hereto represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement except as otherwise set forth herein; that the parties hereto have the sole right and exclusive authority to execute this Settlement Agreement; and that the parties have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.

5. **Representation of Comprehension:** In entering into this Settlement Agreement, the parties represent that the terms of this Settlement Agreement have been completely read and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by the parties.

6. **Entire Agreement:** This Settlement Agreement contains the entire agreement between the parties with regard to the matter set forth.

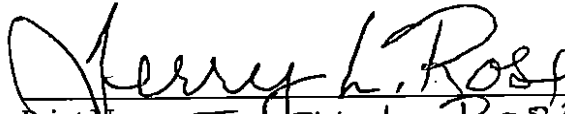
7. **Effectiveness:** This Settlement Agreement shall become effective immediately following execution by each of the parties.

8. **Fax and Electronic Signatures:** Fax(ed) and/or electronic (pdf) signatures shall be sufficient and equivalent to original signatures. Original signatures must be inserted in pleadings.

9. **Multiple Counterparts:** This agreement may be executed in multiple counterparts. Original signatures must be inserted in pleadings.

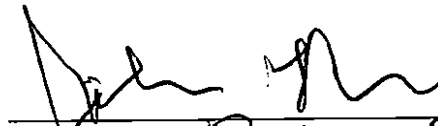
Terry L Rose:

Dated: Jun. 4, 2021


Print Name: Terry L. Rose

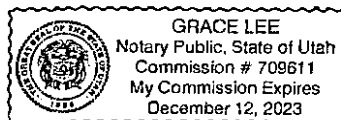
Johnie Rose:

Dated: Jun 4, 2021


Print Name: John Rose

Notary Signature







Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

[Print this page](#)
[Current Taxes](#)
[Ownership Info](#)
[Tax History](#)
[Property Characteristics](#)
[Delinquent Taxes](#)
[<--Back to Search](#)
[<--Back to Search Results](#)
[Make a Payment Online!](#)


Property Tax Summary

 Year: 2021 to View Prior Year

Please Be Aware:

1. **Information Posting Timeline:** Current year tax information will be posted on this screen as it becomes available. Ownership information will be posted in the Spring, property values will be posted in June and tax amounts due will be posted in mid-October.
2. **Prior-Year Data Is Frozen:** If you use the 'View Prior Year' screen, the prior year information is frozen for illustration purposes to show the year end's status for the year you choose. This includes the 'balance' due amount.
3. **Delinquent Taxes:** If current year taxes are not paid by November 30th, they are delinquent as of December 1st and will show as a balance due below. This delinquent balance will not be transferred to the 'Delinquent Taxes' screen (see pull-down menu item above) until February 1st of next year. Please click on the 'Delinquent Taxes' menu at the top of this page for all other up-to-date 'delinquent tax' information.

Parcel Nbr: 09-339-0019

Tax Area: 41

Today: 06/28/2021

Property Owner & Address (1/1/2021)

ROSE, TERRY

Please click on "Ownership Info Tab" above for address information

Market

\$282,000.00

Taxable

\$155,100.00

X

Rate

-

Net Assessment Charge

-

Total Direct

-

Penalty Charge

-

Sub Total

-

Total Payments

-

Preliminary Balance

\$0.00

Loan Company:

Current Tax Detail

Direct Charges

Type	Description	Amount	Status

Amount

Status

Payments

Pay Date	Payee	Amount	Status

Payee

Amount

Status

Tax Status

No Record of Past Delinquent Tax History

[Make a Payment Online!](#)

 Any questions concerning tax payment information should be directed to:
Weber County Treasurer



Weber County Parcel Search

2380 Washington Blvd Ogden, Utah

Weber County Home - Parcel Search - Interactive Maps

[Print this page](#)

Current Taxes	Ownership Info	Tax History	Property Characteristics	Delinquent Taxes
---------------	----------------	-------------	--------------------------	------------------

Today's Date: 06/28/2021

[<--Back to Search](#)
[<--Back to Search Results](#)
Parcel # 09-339-0019

Ownership Info

Owner ROSE, TERRY [View in Geo-Gizmo](#)

Plat Map

Property Address 5041 S MIDLAND DR
ROY 84067

09-339 [View PDF](#)

Updated: April 20 2021

Mailing Address 5041 MIDLAND DR
ROY UT 84067

Tax Unit 41

Prior Year Plats

Plats as of Dec 31st of each year

2017 - 09-339 [View PDF](#)

2016 - 09-339 [View PDF](#)

2015 - 09-339 [View PDF](#)

2014 - 09-339 [View PDF](#)

Dedication Plat

Foxglen Sub #23
33-049(TIF)

Current References

Entry #
2000700

Book

Page

Recorded Date
23-DEC-03

Kind of Instrument
WARRANTY DEED

Prior Parcel Numbers

090720009 (Dead)

Legal Description

** For Tax Purposes Only **

ALL OF LOT 488, FOXGLEN SUBDIVISION, NO. 23, ROY CITY, WEBERCOUNTY, UTAH.

Copyright © Weber County - 2380 Washington Blvd Ogden, UT 84401