

SETTLEMENT AND RELEASE

THIS SETTLEMENT AND RELEASE (the "Settlement and Release") is entered into on this 24th day of October, 2018 (the "Effective Date") by and between Lake Purgatory Drive Road Association, Inc. ("LPDRA") and Columbine Ranch, LLC, Carrie Cline, and James Colbourne (collectively, "Columbine Ranch") (collectively, the "Parties").

RECITALS:

A. On June 20, 2018, Plaintiff filed La Plata County District Court Case No. 2018 CV 30093, *Lake Purgatory Drive Road Association, Inc. v. Columbine Ranch, LLC, Carrie Cline and James Colbourne* (the "Lawsuit"). Columbine Ranch alleged counterclaims in the Lawsuit.

B. The Lawsuit involved claims arising out of access across Tract F and access on the platted right-of-way, as identified on the plat recorded as Reception No. 364510 in La Plata County Clerk and Recorder's Office (the "Platted Access").

C. LPDRA and Columbine Ranch agree to settle the claims made by the Parties or Claims that could have been made by the Parties in the Lawsuit pursuant to the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and releases herein set forth, and intending to be legally bound by the terms hereof, the Parties agree as follows:

1. **Tract F Easement.** Columbine Ranch hereby agrees to grant a permanent non-exclusive sixty-foot (60') utility and access easement for ingress and egress over and across Tract F. This easement is for the benefit of LPDRA and its members and appurtenant to the land or any part thereof, situate in the County of La Plata and further identified in the Findings of Fact, Conclusions of Law, Judgment and Decree recorded as Reception No. 614632 in the La Plata County Clerk and Recorder's Office. The Parties agree that Columbine Ranch may grant an easement to Beaver Circle and the owners of Tract E that is not inconsistent with this agreement and contemplated easement. The easement shall allow for an additional crescent area in the approximate location of the curve not to exceed 15 feet at the maximum point. The location of Tract F easement shall be in the general location as identified on Exhibit A (the "Tract F Easement"), attached hereto and incorporated herein. Within three (3) weeks of the Effective Date, subject to Moreno's ability to complete the survey, LPDRA shall have Moreno Surveying create a legal description of the actual location of the Tract F Easement, which shall be the same or materially similar to the depiction on Exhibit A. LPDRA shall be responsible for all costs associated with said survey. The Tract F Easement survey shall be provided to Columbine Ranch and they shall have one (1) week to object to the survey. Within three (3) weeks of the date that the survey is completed and legal description is created, the Parties shall execute and record a written easement agreement. The easement shall provide that LPDRA will maintain liability insurance for the easement and bridge in the minimum amount of \$1,000,000 per occurrence and will indemnify and hold Columbine Ranch harmless from any property, damage, personal injury or death arising out of LPDRA's use of the easement, so long as it is not

based on the negligence of Columbine Ranch. The easement shall contain additional provisions consistent with paragraphs 3 through 7 herein.

2. **Vacation of the Platted Access.** Within five (5) weeks of the Effective Date, LPDRA hereby agrees to execute a resolution vacating the portion of the Platted Access as identified on Exhibit A, which shall not include the first 60' of the Platted Access from the Southwest corner of Tract E or 10' past mailboxes and package facilities, whichever is greater. LPDRA's vacation shall be without warranty of any kind. Columbine Ranch acknowledges that LPDRA's vacation may not constitute a transfer of title to the Platted Access by itself and may not affect the legal rights of access or use of any person that is not a party to the Lawsuit. The vacation resolution will prohibit LPDRA from, using, constructing a bridge or completing further road improvements within the vacated portion of the Platted Access. Columbine Ranch may seek to obtain a court decree, agreement with the owners of Tract E and Beaver Circle, and/or government approval from La Plata County in furtherance of the vacation said portion of the Platted Access. LPDRA will not interfere with such efforts of Columbine Ranch including signing such documents as may be reasonably necessary. Columbine Ranch and the owners of Tract E may gate the Platted Access that is being vacated. LPDRA shall not be responsible for the maintenance, repair or improvement of the Platted Access that is being vacated.

3. **Dumpster.** The dumpster shall be moved to the approximate location identified on Exhibit A. LPDRA shall at its sole cost be responsible for moving the dumpster and building a corral around the dumpster. The intent is for the corral to prevent unauthorized dumping. LPDRA shall maintain the dumpster in an orderly manner in accordance with La Plata County bear resistant trash ordinances and other applicable state and local laws and regulations.

4. **Mailboxes and Parcel Facilities.** The mailboxes and parcel facilities shall remain in the current location and LPDRA shall have the right to improve or modify the mailboxes and package facilities in a manner that does not interfere with access to Tracts E and F. The mailboxes and package box are not within the portion of the Platted Access that is subject to the vacation resolution.

5. **Parking, Equipment Storage and Rules and Regulations.** LPDRA, including its members and their invitees, may park within the Tract F Easement so long as it does not interfere with access to the remainder of Tract F, Beaver Circle and Tract E. LPDRA may park snow removal and road maintenance equipment within the Tract F Easement, so long as it does not create a public safety issue. LPDRA intends to construct and improve the road along the south and west side of the Tract F Easement in order to allow for parking and storage. Such parking and storage shall not prohibit Columbine Ranch's access to that portion of Tract F lying south of the Tract F Easement. LPDRA reserves the right to adopt rules and regulations for parking within the Tract F Easement that do not prohibit Columbine's lawful use of the remainder of Tract F, or the use of Tract E.

6. **Maintenance and Improvements.** LPDRA shall have the sole responsibility of maintaining and improving the Tract F Easement. Columbine Ranch is prohibited from making any improvements within the Tract F Easement. Columbine Ranch may use the easement for ingress and egress and to access other portions of Tract F.

7. **Berm, Fence, and Sign Removal.** All fences and signs that were constructed or placed by Columbine Ranch within the Tract F Easement shall be removed from the Tract F Easement within three (3) weeks of the Effective Date. LPDRA shall have the right to remove any signs, fences or berms that are placed or constructed within the Tract F Easement in the future by Columbine Ranch at Columbine Ranch's sole expense. Columbine Ranch shall reimburse LPDRA for costs of removal within 14 days of such notice. LPDRA shall have the right to trim and maintain any trees, bushes or other foliage within the Tract F Easement. The existing berm may remain at its present location. However, in no event shall the berm be expanded further into the Tract F Easement. Additionally the existing berm shall not encroach into the Tract F Easement more than 18 inches; if does, the LPDRA shall have the right to move the berm with 30 days notice. LPDRA agrees not to cut down any trees near the bridge until the bridge is improved and only to the extent necessary for bridge construction.

8. **Tract F.** Tract F is not part of LPDRA and is not subject to any LPDRA assessments.

9. **Dismissal of Lawsuit.** In consideration for the mutual execution of the Agreement, the Parties agree to file a motion adopting this agreement as the order of the Court retaining jurisdiction to enforce its terms.. The Parties shall file the motion to dismiss this action within three (3) days of the execution and recording of the Tract F Easement document and the resolution vacating the portion of the Platted Access described on Exhibit A. Columbine may seek a decree from the District Court in this case or a separate action concerning vacation of the said portion of the Platted Access. Nothing herein shall be construed to effect the parties rights in litigation with any other party claiming the right to use the Platted Access or the Tract F Easement.

Columbine Ranch is not responsible to pay LPDRA's attorney fees and costs; each party shall pay their own attorneys fees and costs incurred in this action.

10. **Release.** In consideration of the obligations under this Agreement, Columbine Ranch, individually, its members, managers, employees and agents (collectively, "Columbine Ranch and Related Persons") hereby remises, releases, acquits, satisfies, and discharges LPDRA, its Board members, officers, members, employees and agents (collectively, "LPDRA and Related Persons") from all claims, actions, causes of action, and suits, arising out of the Agreement, which it had and/or now has against the Plaintiff and Related Persons. This release is intended to and does release, acquit and discharge any and all claims arising out of the Agreement on any theory of law.

In consideration of the obligations under this Agreement, Plaintiff and Related Persons hereby remises, releases, acquits, satisfies, and discharges Defendant and Related Persons from all claims, actions, causes of action, and suits, arising out of the Agreement, which it had and/or now has against the Defendant and Related Persons. This release is intended to and does release, acquit and discharge any and all claims arising out of the Agreement on any theory of law.

11. **No Inducement.** The Parties hereby represent and warrant that: no promise or inducement not expressed herein has been made to them to cause or influence them to enter

into this Settlement and Release; and they are not relying on any statement or representation made by the person or parties released, or their representatives, concerning the nature and extent of any possible damages and/or legal liability. The Parties agree that the consideration recited above and the actions described herein are made in good faith and constitute a reasonable settlement of all claims and damages in the aforementioned dispute.

In entering into this Settlement and Release, the Parties hereby acknowledge and agree that: (1) they have relied on their own judgment and the advice and counsel of an attorney of their own choice with whom they have discussed the legal significance of this Settlement and Release; (2) they have read this Agreement and understand its terms; (3) they voluntarily accept the terms of this Settlement and Release; (4) they are of legal age, fully competent to enter into this Settlement and Release, and entering into this Settlement and Release of their own free will and accord; and (5) they have the right and authority to execute this Settlement and Release.

12. **No Liability.** This Settlement and Release constitutes a compromise and settlement of disputed claims and by the execution hereof, no party hereto admits or acknowledges any fault or liability for the matters herein resolved.

13. **General Provisions.**

a. This Settlement and Release constitutes the entire agreement and understanding of the Parties regarding dismissal of the Lawsuit.

b. Each party agrees it will execute such additional documents and will take such other action consistent with the terms of this Settlement and Release as may be reasonably requested by the other party for purposes of effectuating the terms contained herein, including specifically, but not by way of limitation, all documents to effect dismissal of the Lawsuit.

c. Should a dispute arise regarding the interpretation or enforcement of this Settlement and Release, including, but not limited to, any action to compel specific performance of the terms, covenants or conditions herein set forth, the prevailing party in any such proceeding, inclusive of any arbitration proceeding, shall be entitled to recovery of costs and expenses incurred, inclusive of reasonable attorney's fees.

d. This Settlement and Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

e. The execution of this Settlement and Release by any party hereto, and the delivery of a copy thereof bearing a facsimile signature shall be valid and enforceable and shall, for all purposes, be treated as an original signature.

f. The terms of this Settlement and Release shall be construed and interpreted in accordance with the laws of the State of Colorado and shall be binding

upon and inure to the benefit of the respective parties, their agents, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Settlement and Release and Release of Claims this 23rd day of OCTOBER, 2018.

Columbine Ranch, LLC

By: Carrie S. Cline James W. Colburn
, Member(S)

~~Carrie Cline~~

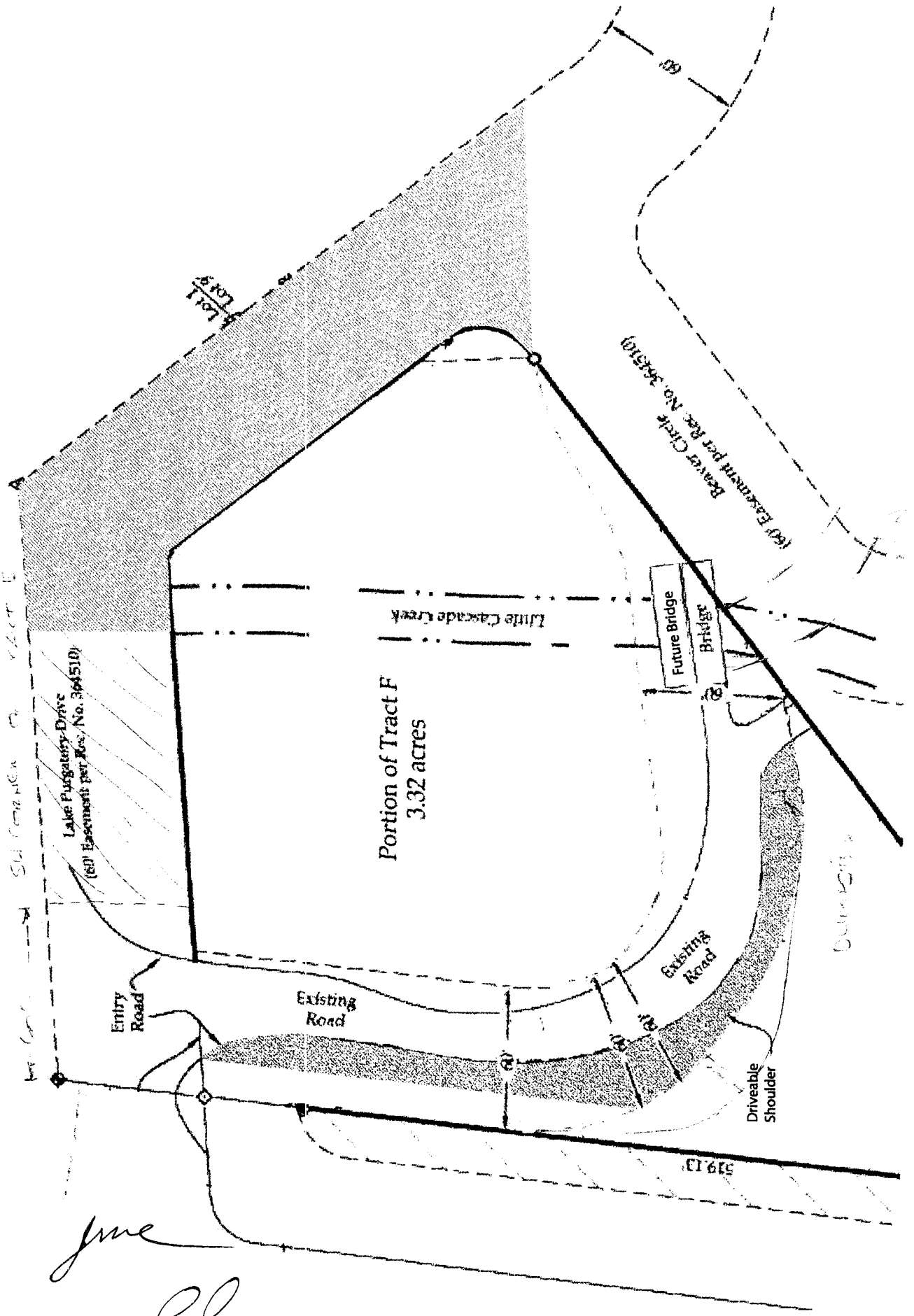
By: James W. Colburn
James Colbourne, individually

By: Carrie S. Cline
CARRIE S. CLINE, individually

Lake Purgatory Drive Road Association, Inc.

By: Doug Scott
Doug Scott, President

By: _____
Keith Brant, Treasurer



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upon and inure to the benefit of the respective parties, their agents, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Settlement and Release and Release of Claims this 23rd day of October, 2018.

Columbias Reach, LLC

By: Carric S. Cline
Member(s)

Carric Cline

By: James W. Colborne
James Colborne, individually

By: Carric S. Cline

CARRIC S. CLINE, individually

Lake Purgatory Drive Road Association, Inc.

By: Doug Scott

Doug Scott, President

By: Keith Brant

Keith Brant, Treasurer