

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Settlement Agreement") is effective March ____, 2016, by and between Richard Brown ("Brown") and Elbert County ("Elbert County"), collectively the "Parties," and Elbert County's assigns, current and former employees, servants, agents, including but not limited to current and former elected and appointed public officials, current and former County Board members, successor, predecessors, attorneys, insurance carriers and self-insurance pools (hereinafter referred to collectively as "Releasees"), as follows, to wit:

RECITALS

WHEREAS, on or about October 21, 2015, Brown filed a Complaint in the Elbert County District Court against the BOCC and Rowland styled *Richard Brown v. Board of County Commissioners of the County of Elbert and Robert Rowland*, Case No. 15CV6 (the "Litigation").

WHEREAS, on or about November 10, 2015, Brown filed an Amended Complaint against the BOCC and Rowland, which sets forth four Claims for Relief.

WHEREAS, in its Answer, the Board of County Commissioners of the County of Elbert ("BOCC") and Robert Rowland ("Rowland") denied any and all liability for any claim for relief, and asserted various defenses.

WHEREAS, Brown and Elbert County now agree to resolve the claims asserted in the Litigation as detailed below.

AGREEMENT

In consideration of the mutual covenants and agreements contained below, the Parties agree as follows:

1. In exchange for a full, complete, global release of all claims, as set forth in more detail below, and for the additional consideration set forth below, Elbert County will pay Brown the sum of Three Hundred Dollars (\$300.00). This payment will be made payable to "Richard Brown" and available for pick up at 215 Commanche Street, Kiowa, CO 80117 within thirty (30) days after Brown executes and returns this Settlement Agreement to Nathan Dumm & Mayer P.C., 7900 E. Union Ave, Suite 600, Denver, CO 80237.

2. In addition to paragraph 1, the Parties agree that the BOCC shall repeal Resolution 15-11 at its regularly scheduled meeting on March 30, 2016.

3. Subject to the terms of the previous paragraphs, in exchange for the settlement payment, Brown agrees to release the Releasees from all claims, damages, costs, attorney fees and expenses of every kind, both known and unknown, that have arisen or may arise from the events described in the Litigation, or which were asserted or could have been asserted in the Litigation.

4. Brown acknowledges that a portion of the consideration paid under this Settlement Agreement is paid for the release of claims of every kind and nature, known or unknown, suspected or unsuspected, now existing or hereafter arising against the Releasees and pertaining to the claims encompassed in paragraph 3. The Parties further acknowledge that a portion of the consideration paid under this Settlement Agreement is paid for the voluntary and knowing assumption of the risk of any unknown or undiscovered injuries, damages and losses pertaining to such claims and that the Parties shall under no circumstances seek to assert or present any such claims against each other.

5. The Parties agree to cooperate in submitting a Stipulated Motion to Dismiss with Prejudice. The Stipulated Motion will note that the Parties will bear their own attorney fees and costs related to the Litigation.

6. The Parties represent and warrant that no other persons or entities have or have had any interest in the claims, demands, obligations or causes of action referenced in this Settlement Agreement, except as set forth herein, that each party has the sole right and exclusive authority to execute this Settlement Agreement and/or receive the proceeds thereof, and that each party has agreed to this settlement after careful consideration of its merits. Each Party further represents and warrants that there has been no sale, assignment, transfer, conveyance, or other disposal of any claim, demand, obligation or cause of action referenced in this Settlement Agreement.

7. The Parties execute this Settlement Agreement without reliance upon any statements or representations by any other party, or that party's representatives, concerning the nature and extent of any personal injuries, legal liability, tax consequences or any other matter except as contained in this Settlement Agreement.

8. The BOCC and Rowland expressly deny liability or any wrongdoing. This Settlement Agreement does not constitute an admission by the BOCC or Rowland of any wrongdoing or liability for any purpose whatsoever. The Parties have entered into this Settlement Agreement solely for the purpose of avoiding the costs of further litigation.

9. This Settlement Agreement shall be construed in accord with the laws of the State of Colorado.

10. No modification of this Settlement Agreement shall be effective unless in writing and signed by the party against whom it is sought to be enforced.

11. This Settlement Agreement was drafted with the input of both Parties. Therefore, in the event any court is called upon to construe or interpret any provision hereof, such court shall not construe or interpret such provision against any Party on the grounds that such Party was the drafting Party.

12. This Settlement Agreement may be signed in counterparts. Faxed or emailed signatures will be treated as original signatures.

13. Subject to the previous paragraphs, this Settlement Agreement contains the entire agreement between the parties and embodies and expresses the entire intent of the Parties with regard to the matters set forth herein, and shall be binding on the heirs, executors, employees, and former employees, principals, partners, officers, contractors, administrators, agents, guardians, conservators, personal representatives, trustees, successors and assigns of each Party. There are no representations or warranties between the Parties other than as contained herein. This Settlement Agreement supersedes, merges and replaces all prior or contemporaneous understandings, negotiations, offers, promises, representations, and agreements between the parties, to the extent such prior understandings, negotiations, and agreements are inconsistent herewith. Extrinsic evidence shall not be admissible in any proceeding to vary or contradict the terms of this Settlement Agreement.

14. The Elbert County Manager, Ed Ehmann, has express authority to sign this Settlement Agreement and Release on behalf of Elbert County.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

CAUTION: READ BEFORE SIGNING BELOW

I HAVE READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE. I FULLY UNDERSTAND THAT THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES. I REALIZE THAT I AM RELEASING ANY AND ALL CLAIMS I, OR ANY PERSONS I AM ACTING FOR, HAVE AGAINST ALL SETTLING PARTIES IN THE LITIGATION. I HAVE HAD THE CHANCE TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS DOCUMENT.

I have read this settlement agreement, understand the terms used in it and their legal significance, and have executed it voluntarily.

Richard Brown
Richard Brown

STATE OF COLORADO)
County of ~~Arapahoe~~ Elbert) ss.

Subscribed and sworn to before me this 28th day of

March, 2016, by Shana Hundley

Shana Hundley
Notary Public

My commission expires:

December 4, 2019

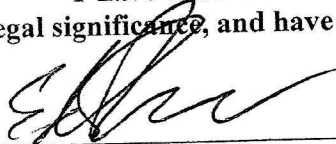
Witness my hand and official seal.

SHANA HUNDLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20154046793
MY COMMISSION EXPIRES DEC. 04, 2019

CAUTION: READ BEFORE SIGNING BELOW

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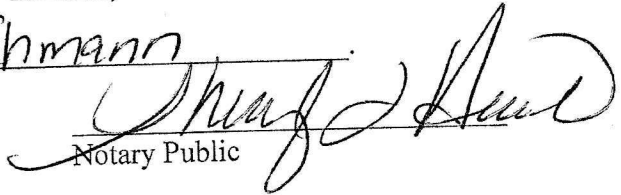


Ed Ehmann

STATE OF COLORADO)
County of ~~Arapahoe~~ Elbert) ss.

Subscribed and sworn to before me this 30th day of

March, 2016, by Ed Ehmann


Notary Public

My commission expires: 6-15-2017

Witness my hand and official seal.

