

TOWN OF TIMNATH, COLORADO

RESOLUTION NO. 6, SERIES 2014

A RESOLUTION THE SETTLEMENT OF A LAW SUIT

WHEREAS, the Town Council of the Town of Timnath ("Town") has the power to pass resolutions pursuant to C.R.S. § 31-15-103; and

WHEREAS, Robert Flockhart and Sandra Flockhart (hereinafter referred to as the "Flockharts") has filed suit against the town; and

WHEREAS, on January 10, 2014 the Flockharts and the Town entered into mediation and reached a proposed Stipulation and Agreement, a copy of which is attached hereto as Exhibit A (the "Agreement")

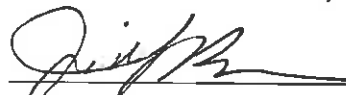
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval and Authorization

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

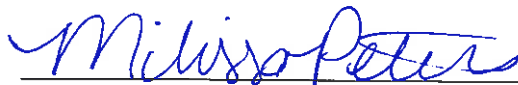
INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JANUARY 14, 2014.

TOWN OF TIMNATH, COLORADO



Jill Grossman-Belisle, Mayor

ATTEST:



Milissa Peters, Town Clerk



District Court	▲ COURT USE ONLY ▲ Case No. <u>12CV1349</u> Division _____
Robert Flockhart and Sandra Flockhart <hr/> Plaintiff	
Town of Timnath, Colorado <hr/> Defendant	
STIPULATION and AGREEMENT	

The Parties agree as follows:

The parties mutually agree to be bound by the terms and conditions of this agreement and further agree that each side acknowledges that this stipulation resolves all claims known or unknown up to and including the date of this agreement regarding this case.

The property of the plaintiff's currently zoned C-2 will remain zoned C-2 commercial.

There is approximately 1.5 +/- acres of plaintiff's property that is not currently annexed into the Town. The Town agrees to annex that property into the Town and waives any Town fees or costs associated with the annexation.

The access to the plaintiff's property remains as it is now in place and the Town will permit a right turn lane into and right turn out of the property, at no cost to the town, as depicted on exhibit A attached.

The Town will cooperate in the issuance of a Flood Plain permit to the plaintiffs or plaintiff's successor so long as the plan complies with all state, local and or federal requirements.

The Town will install at its own costs appropriate signs and/or necessary construction that permits U-Turns at each of the corners on Harmony Road which abuts plaintiff's property as depicted on exhibit A at the time a building permit is issued for the site.

The Town will pay to the plaintiffs the sum of \$200,000 within 30 days of Town approval of this stipulation.

The terms of this agreement and the payments and items called for above shall constitute a complete bar to all demands, causes of action and/or claims now existing by either of the parties against each other which relate in any way to any conduct, actions, inactions, omissions, or representations, including but not limited to any claim that was raised, or could have been raised in this case, whether sounding in contract, tort or otherwise.

In consideration of the foregoing each of the parties including in all of their respective capacities for their heirs, devisees, successors, agents, personal representatives, attorneys, fiduciaries, assigns, employees, members, managers, town officials or officers grants to the other a full, final and complete release, discharge, waiver, satisfaction, and forbearance of any and all claims known or unknown of any kind or nature has have been asserted or could have been asserted. This entire agreement is subject to Town Council's approval. If the Town council does not approve this stipulation then the entire stipulation is null and void. The parties agree that this will presented to the Town Council within 30 days.

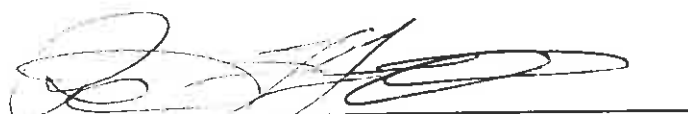
The parties desire to avoid the risk and uncertainty of further litigation and mutually agree that this Agreement is a compromise of disputed claims. For this and other reasons, the parties agree to this settlement without admitting liability on any of the claims or any of the disputed allegations raised in the litigation. This agreement shall not constitute an admission of liability or of any wrongdoing whatsoever on the part of any party.

The parties agree the parties will execute any documents and take any other incidental steps necessary to effectuate this agreement.

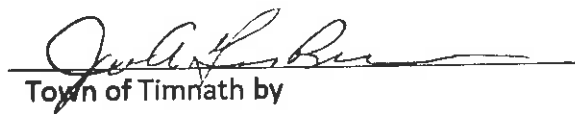
Nothing in this agreement prohibits the plaintiffs from continuing to perform the 1987, 1988 and 2009 grading, fence repair, fill outside of FEMA area and routing of the 6 inch pipe which connects the reservoirs and ability to store heavy equipment.

The foregoing represents the entire agreement of the parties and there are no other understandings or agreements, whether expressed or implied, other than as set forth above. All prior negotiations, agreements, representations, and understandings regarding the subject matter of this agreement have been consolidated into and merged with this stipulation and agreement.


Plaintiff will be permitted to haul the currently raised building to the dump or otherwise dispose of that building outside of the property boundaries.



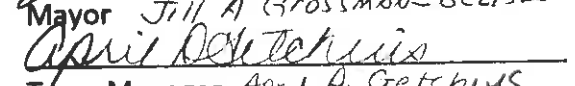
Robert Flockhart and Sandra Flockhart


Town of Timnath by

Sandra Flockhart by 

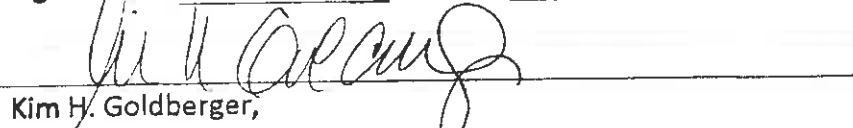

Attorney for Robert Flockhart and Sandra Flockhart


Mayor Jill A. Grossman-BELISLE


Town Manager April D. Getchius

Attorney for Timnath

Signed this 10 day of JANUARY 20 14.


Kim H. Goldberger,
Senior Judge LLC, Mediator



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EXHIBIT
A

U-TURN DELIMITED
SIGN'S
2009

<http://maps.lincolncounty.org/LandscapeExplorer/index.html?x=Center=3143045&y=Center=1434011&Scale=4565>

11/24/2013